1090.

SUPREME COURT OF THE UNITED STATES.

No. 167.

THE COMMERCIAL BANK OF MANCHESTER,
COMPLAINANT AND APPELLANT,

v.

HENRY S. BUCKNER.

APPEAL FROM THE CIRCUIT COURT, UNITED STATES, FOR THE EASTERN DISTRICT OF LOUISIANA.

INDEX.

	Original.	Print.
Bill of Complaint,	2	3
Exhibit A to Bill—Promissory Note,	63	32
Do. B do. do. do.	63	32
Do. C do. do. do.	64	32
Do. D do. do. do.	64	33
Do. F do. do. do.	65	33
Do. G do. do. do.	65	34
Do. H do. do. do.	66	34
Do. I do. do. do.	67	34
Do. J do. do. do.	67	35
Do. K do. do. do.	68	36
Do. L do. do. do.	69	36
Do. A do. do. do.	70	36
Do. B do. do. do.	75	39
Do. C do. do. do.	76	41

	Original.	Print.
Pro Confesso. September Rules, 1855,	80	42
Petition and Order to set aside Pro Confesso,	80	43
Appearance of Defendant. October Rules, 1855,	82	44
Notice of filing Demurrer. October Rules, 1855,	82	44
Demurrer, filed 1st October, 1855,	82	44
Motion to strike Demurrer from File,	84	45
Judgment on Motion,	85	46
Argument and Submission of Demurrer,	85	46
Final Decree,	86	47
Motion and Order for Appeal,	86	47
Appeal Bond,	87	47
Citation and Service,	88	48
Clerk's Certificate,	88	49

United States of America, Eastern District of the State of Louisiana.

THE COMMERCIAL BANK OF MANCHESTER
v.
HENRY S. BUCKNER.

Pleas and proceedings before the Honorable the Circuit Court of the United States in and for the Fifth Judicial Circuit and the Eastern District of Louisiana, at the November Term, A. D. 1855, of the said Court, held at the City of New Orleans, in the District aforesaid, on the ninth of April, 1856.

Be it remembered, that heretofore, to wit, on the ninth day of August, A. D. 1855, came the Commercial Bank of Manchester, a banking corporation and company of the State of Mississippi, by their solicitors, Messrs. L. M. Day and Smiley & Perin, in the Clerk's Office of the said Court, and filed a bill in Chancery against Henry S. Buckner, in the words and figures following, viz.:

Bill.—Filed 9th August, 1855.

To the Honorable the Judges of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, sitting in equity.

The bill of complaint of the Commercial Bank of Manchester, a banking corporation and company, duly incorporated by the Legislature of the State of Mississippi, located at Yazoo City (formerly known and called by the name of Manchester), in the County of Yazoo, in said State of Mississippi, against Henry Buckner, of the City of New Orleans, and a citizen of the State of Louisiana.

Humbly complaining, your orator shows unto your honors, that, during the years 1841 and 1842, the said defendant, Henry S. Buckner, together with one Malachi B. Hamer, who departed this life in the month of April, 1842, and who was at the time of his death, and had been for several years anterior to that time, a citizen of the County of Yazoo, and of Yazoo City, in said State of Mississippi, and one Frederick Stanton, who in the year 1841 was still a citizen of the State of Mississippi, and residing at Natchez, were partners at Natchez, were partners in trade doing business as commercial partners in the City of New Orleans, in said State of Louisiana; in the City of Natchez, County of Adams, and State of Mississippi; and in Yazoo City, in the County of Yazoo, and State last aforesaid. That said partners transacted their commercial business and carried on their partnership trade in the said city, New Orleans, under the firm, name, and style of Buckner, Stanton & Co., said Buckner being the resident and sole managing partner; in said

City of Natchez under the name and style of Stanton, Buckner & Co., said Stanton being the resident and sole managing partner; and in Yazoo City under the firm, name, and style of M. B. Hamer & Co., said Hamer being the resident and sole managing partner; and the said Henry S. Buckner, the said Frederick Stanton, and the said Malachi B. Hamer, constituted and were the only members of said three firms.

Your orator further shows that said three firms were separate and distinct from each other, and kept their business books and accounts accordingly; but each, as before stated, constituted of the same individual members; and that in the year 1841, the said three firms and each of the individual members thereof, became and were hopelessly insolvent; but that the said Buckner, and the said Stanton, and the said Hamer, up to the death of the latter, continued to transact their partnership business under said three firms, names, and styles, and that the said Buckner, and said Stanton, after the death of said Hamer, continued the said partnership business under said three firm names and styles, at said City of New Orleans, Yazoo City, and at Natchez, up to the time of the bankruptcy of said Stanton, and said Buckner, to be hereinafter stated.

That said defendant, and said Hamer, and said Stanton, and the said three firms, up to the death of said Hamer, and the said defendants, and said Stanton, and said three firms, after the death of said Hamer, were not only hopelessly insolvent, as before stated, but continued to be so without any substantial hope of extrication from their primary embarrassments, until the subsequent proceedings in bankruptcy by the said Stanton, and said Buckner, to be hereinafter stated. That on the 21st day of July, 1842, the said Stanton, then residing in the said City of Natchez and in the State of Mississippi, and in the Southern District thereof, filed his petition in the United States District Court for the Southern District of Mississippi, alleging that he had not been able to meet his debts and engagements, and he filed with said petition various schedules and inventories, showing himself to be largely indebted, both individually and as a member of the three firms above described, which indebtedness he alleged therein had not in whole or in part been created in consequence of any defalcation by him as a public officer, or as executor, administrator, guardian, or trustee, or while acting in any other financiary character or capacity, and which said indebtedness he had not been able to meet; and such proceedings were thereupon had in said District Court on said petition, that afterwards, on the 8th day of November, 1842, the said defendant, Stanton, was declared, adjudged, and decreed a bankrupt, under the provisions of the Congress Act, entitled "An Act to establish a uniform system of bankruptcy throughout the United States," approved August 19th, 1841, and according to his said petition, schedules, and inventories. And your orators show, that the said Stanton, on the 21st February, 1843, was decreed and

allowed a full discharge from all his debts and engagements by the said District Court, which granted him a certificate thereof on the day of A. D. 1843, said last-mentioned decree and certificate purporting to discharge him from all his indebtedness, of every nature and description, as set forth in his petition and in his said schedules. Your orators further show, that on the 18th day of July, 1842, the said defendant, Henry S. Buckner, individually and as a member of the said three firms, filed his petition in the United States District Court, in and for the Eastern District of Louisiana, he at that time residing in said Eastern District of Louisiana, which said District Court had jurisdiction of said petition and the proceedings thereunder, in which said petition he alleged that he had not been able to meet his debts and engagements, and filed in connection with the petition, schedules and inventories, showing himself indebted as a member of the three firms, which indebtedness had not been created in consequence of any defalcation by him as a public officer, or as executor, administrator, guardian, or trustee, or while acting in any other financiary character or capacity, and which said indebtedness he alleged he had not been able to meet.

Your orators further show, that the applications and petitions and proceedings thereunder, of the said Stanton and said Buckner, were made and had by them in concert with each other, under an agreement and understanding for that purpose, to obtain their several discharges from their indebtedness, on the understanding, between said Buckner and said Stanton, that said firms were insolvent and bankrupt, and that it was necessary, in order to their future business, that they should obtain, each of them, discharges in bankruptcy from their individual indebtedness and from their indebtedness as members of said firms; and your orators charge and show to your honors, that the said Buckner and Stanton, in pursuance of said agreement for that purpose, went into bankruptcy as aforesaid, for the especial purpose of obtaining their release from the debts of said insolvent firms, which debts, as your orators charge, were in fact the principal if not sole cause of their insolvency. Your orators show, that both said Stanton and said Buckner filed with their aforesaid petitions schedules of their indebtedness and inventories of their effects, both individually and as members of said three firms, showing both their individual indebtedness and effects and the partnership indebtedness and effects of each of said firms, and showing, not only that each of them were individually insolvent, but that each of said firms were insolvent also. Your orators show, that such proceedings were thereupon had in said District Court in Louisiana, on the petition of said Buckner, that afterwards, on the 5th day of September, 1842, the said Buckner was, by the said District Court, declared, adjudged, and decreed a bankrupt, according to his said petition, schedules, and inventories, under the said Act of Congress.

And your orators further show, that the said Buckner afterwards, as he has been informed and believes, on the 5th day of December, 1842, was decreed and allowed a full discharge from all his debts, of every nature whatsoever, by the said United States District Court, in and for the Eastern District of Louisiana, and which granted him a certificate thereof; which said decree of discharge and certificate purported to discharge him from all his indebtedness, of every description and nature whatsoever. And your orator shows unto your honors, that the said firm of M. B. Hamer & Co., and the said Frederick Stanton, and the said Henry S. Buckner, the surviving partners of said firm, at the time of filing their petitions to be discharged from their debts as aforesaid, were indebted to your orators in a large sum of money, to wit, the sum of forty-nine thousand and twenty dollars and fourteen cents, besides a large sum for interest accruing on said sum. That said indebtedness is evidenced by certain promissory notes and bills of exchange hereinafter set forth and described, to wit:

1. A certain promissory note, dated 1st March, 1838, made by Thomas W. Scott, Exeum & Lewis, and W. Dorsey, due 3d April, 1834, for fifteen hundred dollars, as subject to a credit of seven hundred and fifty dollars paid by W. Dorsey.

2. A certain promissory note, made by Thomas W. Scott, J. H. Vance, Cossack and Dobbs, and M. B. Hamer & Co., dated 29th March, and payable April 3d, 1839, for four hundred and seventy-five dollars.

3. A certain promissory note, dated 15th March, 1839, made by Stephen Howard, for four thousand dollars, and payable twelve months after the date thereof to the order of M. B. Hamer & Co., and by them indorsed, also indorsed P. B. Pope.

4. A certain promissory note, dated December 27th, 1839, for seven hundred dollars, made by V. M. Lubbett, payable twelve months after date to the order of P. B. Pope, and by him, and by M. B. Hamer & Co. indorsed.

5. A bill of exchange, dated January, 1842, drawn by M. B. Hamer & Co. on Buckner, Stanton & Co., at New Orleans, for four thousand dollars, which said bill has been lost, and which said bill was payable on demand, and which was made in January, or thereabouts, in 1842, and refused.

6. A certain promissory note, dated May 3d, 1838, made by John G. Williams, and payable eight months after date to the order of M. B. Hamer & Co., and by them indorsed, for the sum of seven thousand one hundred and thirty-six dollars and sixty-one cents, subject to a credit, 6th Sept., 1843, of three thousand eight hundred dollars and eighteen cents.

7. A certain promissory note, dated March 15th, 1839, made by Stephen Howard, for three thousand one hundred and sixty-two dollars and seventy-five cents, payable eleven months after date to the order of M. B. Hamer & Co., and by them indorsed.

8. A certain promissory note, dated 28th February, 1841, for four thousand dollars, made by W. H. Hamer, Vernon C. Hicks, per Jno. W. H. Hamer, and payable twelve months after date to the order of M. B. Hamer, and by them indorsed.

9. A certain promissory note made by Jas. J. B. White and A. B. Faust, for eleven thousand four hundred and ninety dollars and eighty-eight cents, dated 30th May, 1839, and payable eleven months after date, and the payment of which said note, for value received, was guaranteed in writing by M. B. Hamer & Co., as will appear by reference to indorsement on same.

11. A certain promissory note, for twenty-two thousand dollars, made by P. B. Pope & Co., in liquidation pr. P. B. Pope, dated 28th Dec., 1839, and payable three months after date to the order of M. B. Hamer & Co., and by them indorsed. Subject to a credit of fifteen thousand one hundred and ninety dollars and ninety-nine cents, 5th June, 1840; and one thousand and ninety-three dollars and eighty-five cents, 3d Nov., 1840; and one hundred and sixty-nine dollars and seventy-nine cents, 6th April, 1841. Amounts of credits being $16,462 63.

12. A certain promissory note for six hundred and twenty dollars, made by M. Pierce, dated 8th March, 1838, and payable eight months after date to the order of James H. Vance, and by him and M. B. Hamer & Co. indorsed.

13. A certain promissory for ten thousand four hundred and thirty-four dollars and twenty-two cents, made by Scott & Caldwell, in liquidation for Thos. W. Scott, dated May 3d, 1838, and payable seven months after date to the order of James J. B. White, and by M. B. Hamer & Co. indorsed.

14. A certain promissory note for five hundred and ten dollars, dated Jan'y 1st, 1838, made by Solomon Wolf, and indorsed by Cossack & Dobbes and M. B. Hamer & Co., and payable January 1st, 1834, and which is now mislaid or lost. All of which aforesaid notes and bills of exchange are payable to your orator, and bear interest at the rate of eight per cent. per annum, from maturity till paid.

Your orator hereunto annexes said promissory notes and bills of exchange, excepting those lost or mislaid, as stated above, for a more accurate and proper description thereof, marked Exhibits A, B, C, D, F, G, H, I, J, K, L, and prays that the same may be taken as part of this bill. And your orators further show unto your Honors, that said defendant acknowledged his liability to pay said several promissory notes and bills of exchange, as stated and set forth above in the schedules of his liabilities, filed with his said petition in said District Court in Louisiana, praying to be declared a bankrupt and for a discharge from all his debts and liabilities whatsoever, certified copies of which will be filed if these allegations are denied. Your orator further shows, that all the aforesaid promissory notes and bills of exchange, were duly and legally presented for payment, which was

refused; and that thereupon the same were properly protested, and due and legal notice of the protest and non-payment of all of said notes and bills given to the said defendant, Henry S. Buckner. And that said defendant, after said protests and notices as aforesaid, acknowledged his liability on all of said claims in his said schedules as stated above. And your orator further shows and states unto your honors, that your orator proved a portion of said claims in the bankrupt proceedings of the said Stanton, as an individual, and as a member of said firms of M. B. Hamer & Co., and Stanton, Buckner & Co., and received a small pro rata dividend thereon; but your orator expressly states unto your honors, and so charges and alleges the fact to be, that at the time of proving said claims as aforesaid, and receiving said dividend, your orator had no knowledge or information whatever of any of the frauds, to be hereinafter stated, or of any fraud whatsoever, on the part of said bankrupts, or either of them, or any knowledge or information whatever of any fact or facts calculated to put your orator on inquiry in relation to said frauds, to be hereinafter stated, but on the contrary, your orator, until within the two years last past, was in entire ignorance of the frauds to be hereinafter more particularly stated and set forth; and had, until within said two years last aforesaid, supposed and believed that said discharges in bankruptcy had been properly and honestly obtained.

But now so it is, may it please your honors, your orator expressly states and charges the fact so to be, that said defendant, Buckner, and the said Stanton also, carefully and fraudulently concealed all knowledge and information whatsoever of said frauds, to be hereinafter more particularly specified, from your orator, until within the two years last past, during which last-mentioned period of time your orator has discovered the same. Your orator further states and *and* shows unto your honors, that if your orator had had any knowledge whatsoever, or even any suspicion, of the frauds hereinafter specified, and had not believed and supposed said discharges were properly and honestly obtained, both on the part of said defendant, Buckner, and the said Stanton, your orator would not have proved said claims and received a dividend as aforesaid.

And your orators further show, that they had not at any time, until within the two years last past, any knowledge whatsoever of any of the frauds, to be hereinafter stated, as practised and done by said Stanton and said Buckner upon the said Act of Congress, and upon the just rights of creditors; nor had they, until within the two years last past, any knowledge or information whatsoever calculated to put them upon inquiry in relation to said frauds, to be hereinafter stated, as practised, done, and committed by said Stanton and said Buckner upon said Act of Congress and their creditors; but, on the contrary, your orators, until within the two years last past, had supposed that said Stanton and said Buckner had honestly and faithfully complied with all the requirements of said act, and had thus

properly and honestly obtained in good faith their respective discharges and the certificates thereof, as aforesaid, from said District Court.

But now so it is, may it please your honors, within the two years last past, your orators have discovered, and upon their information and belief state the fact to be, that by reason of various frauds upon the said Act of Congress, and their discovery, as aforesaid, practised and committed by the said Stanton and said Buckner, the orders and decrees of the said District Court of Mississippi and Louisiana, purporting to discharge the said defendants from all their indebtedness, as hereinafter stated, and the certificates thereof, granted by the said Courts, as hereinafter stated, were and are utterly null and void, and of no form and validity whatsoever as against your orators. Your orators show and state unto your honors, that the said commercial firms of Buckner, Stanton & Co., and M. B. Hamer & Co., and Stanton, Buckner & Co., had been in existence and transacting their partnership business as before stated, since a period anterior to the year A. D. 1837; that during the latter year, the said firms each became insolvent and were compelled to suspend the payment of their liabilities, but afterwards, by great efforts, were able to resume their partnership business. But your orator charges, in fact, that the said commercial firms never recovered from the embarrassments which overtook them in said year 1837, and were never able to extricate themselves from the numerous and complicated difficulties in which they were entangled. Your orators in fact charge, that after the year 1837, the commercial career of the said firms was unsuccessful struggle against those difficulties and embarrassments which finally overwhelmed them.

During the year 1841, it was apparent that the affairs of said firms were hopeless, and, in fact, your orators charge that during that year judgment were obtained against the said defendant, Stanton, in the State of Mississippi, as a member of said firms, for over nine thousand dollars; executions on which were returned nulla bona, as will appear by reference to a letter addressed Stephen Duncan, under date August 25th, 1842, written by said Stanton, a printed copy of which is herewith filed, marked A, and prayed to be taken as part of this bill of complaint. And your orators, in fact, show that, from an early period in the year 1841 down to the period of the bankruptcy of the said Stanton and said Buckner, there was no material change for the better in the condition of the affairs of said firms; and your orators especially state and show, that, from and after the time of the various preferences, payments, transfers and conveyances, concealments and frauds, to be hereinafter more fully specified, and for a considerable time prior to the same, there was no change in the condition of the affairs of said firms for the better.

Your orators further show, that, by reference to the said Exhibit A, it will appear, and the truth is so, that as early as the *as the* first

of July, in the year 1842, judgments were rendered against the said Buckner for over thirty thousand dollars, as a member of one of said firms, which said indebtedness was due for a considerable period of time anterior to said date, and certified copies of all of which said judgments will be filed, if these allegations are denied.

Your orators further show unto your honors, that most of the indebtedness of said firms, *which constituted of the said firms*, which constituted, in fact, their insolvency, was due prior to the first of March, 1842, the period of time at which the various preferences, payments, transfers, conveyances, concealments, and frauds, hereinafter specified, began, and that, prior to that time, the said firms were unable to meet the engagements then pressing upon them.

Your orators will hereafter, if denied, file copies of the schedules of indebtedness which the said Stanton and the said Buckner filed with their respective applications to be declared bankrupts, showing the amounts of their indebtedness, as individuals and as members of the said firms, to have been due (mostly) before the said 1st of March, 1842. In fact, your orators charge and state, that, prior to the said first of March, 1842, the said firms of M. B. Hamer & Co., Stanton, Buckner & Co., and Buckner, Stanton & Co., and the said Frederick Stanton and Henry S. Buckner, individually, and the said Hamer also, prior to his death, were utterly and hopelessly insolvent; and that the said defendants, and the said Stanton, and the said Hamer during his lifetime, and the said defendants and said Stanton after the death of said Hamer, well knew their condition individually, and as members of said firms at that time; and that, in fact, their financial condition was never after that time and prior to their proceedings in bankruptcy, in any degree ameliorated. In view of their then condition, your orators show that the said Stanton and the said Buckner, before the first of March, 1842, or about that time, mutually agreed to go into bankruptcy, and, contrary to the letter and policy of said Act of Congress, in fraud of said act, and with intention to deprive their general creditors of their rights under the same, did proceed, from and after said first of March, 1842, to make various payments, conveyances, transfers of property and effects, concealments of property, agreements, and to give various securities in contemplation of bankruptcy, and for *and for* the purpose of giving to various creditors, indorsers, sureties, and other persons, preference and priority over their general creditors, and the general creditors of said firms. By way of more particular specification, your orators charge and show, that on the 29th January, 1840, there fell due in the Commercial Bank of Natchez a note of the firm of Stanton, Buckner & Co., dated January 26th, 1839, payable twelve months after date; and indorsed by A. L. Benjamin, William M. Helm, and John N. Helm, for the sum of $15,228, which was duly protested for non-payment. The interest on the note, up to the 19th May, 1842, amounted to twenty-seven hundred and seventy-two dollars and ninety-eight cents,

which, with three dollars and fifty cents, the fees of protest, made the sum of $18,505 48, the amount due on said note on said 19th May, 1842. Your orators also show, that on the 2d February, 1840, another note, drawn by Stanton, Buckner & Co., fell due in the said Commercial Bank of Natchez, which was dated January the 30th, 1839, and payable 12 months after date, indorsed Gerard C. Brandon and William M. Helm, for the sum of $14,702 74, which was duly protested for non-payment. The interest on this note, your orator shows, up to the 26th May, 1842, amounted to $2665 45, which, with three dollars and fifty cents, the fees of protest, made, in all, the sum of $17,371 69 due on said 26th May, 1842.

Your orators show unto your honors that the said John A. Helm, William M. Helm, and Gerard C. Brandon, were the brothers-in-law of the said Frederick Stanton, and the said A. L. Bingaman was the particular friend of the said defendant, Frederick Stanton. And the said defendant, Frederick Stanton, for the purpose of giving priority and preference to the said indorsers over the general creditors of said Stanton, and said firms, and saving them harmless on said notes, *and said firms, and saving them harmless on said notes,* and in fraud of the said Act of Congress, on the 19th day of May, 1842, in contemplation of bankruptcy, and with a full knowledge of their utter and hopeless insolvency, and that of the three firms of which he was a member, and also of the said Buckner, obtained to be discovered in the said Commercial Bank of Natchez, in favor of Stanton, Buckner & Co., and the property of said Stanton, Buckner & Co., that is to say, one note of J. Dunbar, in favor of Stanton, Buckner & Co., and by the 1st and 4th January, 1843, for the sum of $575 44, the nett proceeds of which note, discounted to said Stanton, Buckner & Co., on said 19th May, 1842, were $550 08. One note, drawn by D. H. Cooper, and William M. Wood, in favor of Stanton, Buckner & Co., on said 19th May, was $2141 17. One note, drawn by John S. Mosely, and F. Davis, in favor of S. B. Newman, and indorsed by him, and by said Stanton, Buckner & Co., on said 19th May, 4th, 1842, payable 15th and 18th February, 1843, for $1879 20, the proceeds of which, discounted on said 19th May, 1842, to Stanton, Buckner & Co., were $1880 10. One note, drawn by J. S. Jeffress, in favor of Stanton, Buckner & Co., and by them indorsed, dated October 18th, 1841, payable 1st and 4th January, 1843, for the sum of $4101 84, which note was secured by deed of trust, the nett proceeds of which note as discounted to said Stanton, Buckner & Co., on said 19th May, 1842, amounted to the sum of $3920 90. One note, drawn by James Boozman, William Roberts, and Asa Robinson, in favor of Stanton, Buckner & Co., indorsed by the latter, dated February 14th, 1842, and due 1st and 4th March, 1843, for the sum of $4390 98, which said note was secured by mortgage, and the nett proceeds of which, as discounted to said Stanton, Buckner & Co., on said 19th May, 1842,

was $4147 61; also three other notes, drawn by the same parties last mentioned, in favor of, and indorsed by Stanton, Buckner & Co., for the same amounts as the last note, and bearing the same date, and equally secured by mortgage; but which fell due respectively on the 1st and 4th days of March, 1844, 1845, and 1846, and the nett proceeds of which respectively, as discounted to said Stanton, Buckner & Co., on said 19th day of amounted to the several sums of $3761 57, $3589 35, and $3369 03. The whole nett proceeds of said notes thus discounted to Stanton, Buckner & Co., on the said 19th May, 1842, by said Commercial Bank, amounted to the sum of $23,259 81.

Your orators further show unto your honors, that afterwards, on the 26th day of May, 1842, for the purpose of giving priority and preference over the general creditors of said Stanton and said firms, to the said indorsers on said two notes above described, as falling due respectively on the 26th and 29th January, 1840, and on the 30th January, and 2d February, 1840, his brothers-in-law, and friends, and saving them harmless as aforesaid on said notes, and in fraud of said Act of Congress, in contemplation of bankruptcy, and with a full knowledge of his then utter and hopeless insolvency, and that the three firms, of which he was a member, as aforesaid, the said Stanton obtained to be discounted in favor of Stanton, Buckner & Co., in said Commercial Bank of Natchez, the following notes, the property of Stanton, Buckner & Co., to wit: one note, drawn by James Cummings, and Caleb Stowers, in favor of Stanton, Buckner & Co., amounting to $612 30. Another note, drawn by Ann W. Winston and D. Stanton, in favor of Stanton, Buckner & Co., and by them indorsed, dated May 16th, 1842, payable 15th and 18th February, 1843, for $4098 28, the nett proceeds of which, discounted Stanton, Buckner & Co., amounted to $3888 31, making in all realized on said 26th May, 1842, from discount of said last two notes, the sum of $4500 61.

Your orators further show unto your honors, that the said Stanton, under the name of Stanton, Buckner & Co., acting for them, on the said 19th and 26th days of May, 1842, or about that time, checked for or otherwise received the whole amount of said several discounts, amounting in all to about the sum of $27,760 42, and in fraud of the said Act of Congress, and in contemplation then of bankruptcy, with a full knowledge of the hopeless insolvency of himself and the said Buckner, and the said several firms, and with the purpose to give priority and preference over the general creditors of himself and said firms, to the said indorsers on the two notes first hereinbefore described, his brothers-in-law, and particular friend A. L. Bingamin, to save them harmless, and thus to deprive the other creditors of him, the said Stanton, and of said commercial firms of their rights, under the said Act of Congress, made payment of the said sum, or the largest part thereof, either in the shape of said checks or of money,

together with other money, then in the hands of said Stanton, Buckner & Co., amounting in all, with the sums as aforesaid discounted, to about $35,377 17, to the said Bank, in payment and discharge of said two notes first hereinbefore described, on which the said Wm. M. Helm, John N. Helm, Gerard C. Brandon, and A. L. Bingaman, were indorsed. All of which, your orators charge, was done in contemplation of bankruptcy, in fraud of the said Act of Congress, and with the purpose to give priority and preference to the said indorsers over the general creditors of said Stanton, and said Buckner, and said firms, and with the knowledge and approbation of said Buckner. Your orators further show unto your honors, that a portion of said sum of $35,377 17, so paid, as before stated, to wit, about the sum of $7619 96, was paid on or about the 16th May, 1842, in contemplation of bankruptcy as aforesaid, and with the purposes aforesaid, and was made for said Stanton, Buckner & Co., by the said Stanton, as your orators are advised, not from the proceeds of the aforesaid discount, but was obtained by him, from what sources your orators are not advised, but charges that it was out of the money of Stanton, Buckner & Co., or of said Buckner. Your orators further show unto your honors, that the said discounts so made by the said Commercial Bank of Natchez, in favor of the said Stanton, Buckner & Co., were made upon an understanding, either expressed or implied, between the said Stanton, or Stanton, Buckner & Co. and the said Bank, and on the condition, and none other, between the said Bank and said Stanton, or Stanton, Buckner & Co., that the proceeds of said discounts, or the largest portion knowledge of him, the said Buckner, of his then utter and hopeless insolvency, and that of said Stanton and said friend, and for the purpose of giving the priorities and preferences aforesaid, and under the understanding then and before that time had between the said Buckner and the said Stanton, either expressed or implied, that they would petition to be declared bankrupts, under said Act of Congress, and so your orators charge that the same were, on the part of said Buckner, and said Stanton, a fraud upon the said act, and on the creditors of said defendants, and said firms. Your orators further show unto your honors, by way of more particular specification, that in the month of June, in the year 1842, only one month, or a little more, before the said applications of said Stanton and Buckner, to be declared bankrupts as aforesaid, and at a time when the said Stanton and Buckner were in contemplation of bankruptcy, the firm of Stanton, Buckner & Co. were indebted to one John N. Sanderson in the sum of about $6200, and about that time, with the purpose of giving a priority and preference to the said Sanderson over the general creditors of said Stanton, and Stanton, Buckner & Co., who was a very wealthy planter, and a large customer of the firm, who shipped annually about two thousand bales of cotton to them, and whose custom the said Buckner were desirous to retain, as they intended to con-

tinue their commercial dealings under a new commercial partnership or partnerships, notwithstanding their contemplated bankruptcy, the said Frederick Stanton, acting for Stanton, Buckner & Co., in contemplation of bankruptcy, with a full knowledge of his aforesaid insolvency, and that of the said Buckner, and the said firms of which they were members, with the purpose to give priority and preference to the said Sanderson over the general creditors of said parties, and said firm of Stanton, Buckner & Co., and in fraud of said Act of Congress, transferred and assigned, in payment of said debt, to the said Saunderson, a certain draft of John P. Walworth, then the property of said firm of Stanton, Buckner & Co., amounting to about $1225; also James G. Carson's draft, then the property of said firm, for $896 12; also a certain draft of William St. John Elliott, then the property of said firm, for about $587 33; all of which said drafts were subsequently paid to said Saunderson, by the parties liable thereon; and with a like purpose to give the said Saunderson a priority and preference over the general creditors of said Stanton, and said Stanton, Buckner & Co., and in fraud of said Act of Congress, said Stanton, as aforesaid, paid a balance of about $760 to said Saunderson, in the Commercial Bank of Natchez, or some other Bank in the said City of Natchez; all of which your orator charges, was done by the said Frederick Stanton for said firm, with the purpose above stated, and as your orators charge, was above stated, and as your orators charge was a fraud upon the said Act of Congress and their creditors.

Your orators further charge, that about the same time the said firm of Stanton, Buckner & Co., in contemplation of bankruptcy, acting through the said Frederick Stanton, for the purpose of giving a priority and preference to the said Saunderson over the general creditors of said Stanton, Buckner & Co., and in fraud of said Act of Congress, paid other sums of money on their said indebtedness to said Saunderson, but your orators are not advised how much, upon the checks of the said Saunderson.

Your orators further show unto your honors, that the last aforesaid transfers, assignments, and payments, made and done by the said Stanton in contemplation of bankruptcy, and for the purposes aforesaid, were made and done with the knowledge and consent of the said Buckner, in contemplation of bankruptcy by said Buckner, with full knowledge of said Buckner of his then hopeless insolvency, and that of *of* said three firms, and of said Stanton, and for the purpose of giving priority and preference, as last aforesaid, to said Sanderson over the general creditors of said Stanton, Buckner & Co., and under the understanding, then and before that time had between said Buckner and said Stanton, either expressed or implied, that they would go into bankruptcy under said Act of Congress; and your orators charge that said transfers, assignments, and payments, were, both on the part of said Stanton and said Buckner, a fraud upon said Act of Congress and said creditors.

Your orators would further show unto your honors, by way of more particular specification, that in the spring of the year 1842, Stanton, Buckner & Co., were indebted to one John Knight in the sum of $5000, but your orators are not informed what was the nature of said *of said* indebtedness, and for the purpose of giving a priority and preference to the said John Knight over the general creditors of the said Stanton, Buckner & Co., in contemplation of bankruptcy, with the full knowledge of the insolvency of himself and the said firms of which he was a member, and in fraud of the said Act of Congress, the said Frederick Stanton, acting for the said firm of Stanton, Buckner & Co., transferred and delivered, as collateral security, to the said John Knight, at some period in the spring of 1842, and after the 1st of March of that year (but your orators cannot give the precise date), a certain note, then the property of said Stanton, Buckner & Co., for about the sum of $6000, due the 11th December, 1842, on which the said Buckner, Stanton & Co. were liable as drawers, and on which one Stephen Duncan was liable as the indorser, or as the security of the said Stanton, Buckner & Co., or Buckner, Stanton & Co., or the said Stanton.

Your orators further show, that subsequent to this transfer, but at what time precisely your orators are not able to say, the said Stanton paid, or by some arrangement settled, the amount of said five thousand dollars with the said Knight, or agreed with the said Knight that he, the said Knight, should take said $6000 note in payment thereof account for the balance; and that this was done by the said Stanton in contemplation of bankruptcy, for the purpose of giving the said Knight a priority and preference over the general creditors of said Stanton, Buckner & Co., with a full knowledge of his insolvency, and that of said firms, and in fraud of said Act of Congress. As evidence of this charge your orators show, that the schedules and inventories, filed by the said Stanton with his said bankrupt proceedings, contain no notice whatever of the said $5000 indebtedness to said Knight; but on the contrary, the inventory returned by said Stanton of the assets of said Stanton, Buckner & Co. with his petition in bankruptcy, shows an indebtedness of the said Knight to the Stanton, Buckner & Co., therein charged of $930; and the schedule returned by said Stanton, with his said petition of his indebtedness as a member of the firm of Buckner, Stanton & Co., shows him to be indebted to said Knight in the amount of the said $6000 note. And your orators further show, as they are informed and believe, whilst the said Knight held the said $6000 note, either absolutely or as collateral security as above stated, some arrangement or agreement was made by said Stanton with said Knight, by which said Knight, either by the transfer of property or securities, or otherwise, was secured in the payment of said debt; all of which your orators charge was done by said Stanton, in contemplation of bankruptcy, in fraud of said Act of Congress, and for the purpose of giving a pri-

ority and preference to said Knight and general creditors, over said Stanton, Buckner & Co.

And your orators further charge, that, if mistaken in the allegation that said $6000 note was absolutely transferred by some arrangement to said Knight, but continued to be held as collateral security, then the said Stanton made some arrangement or agreement with the said Knight, by which said Knight, either by the transfer of property or securities or otherwise, was secured in the payment of said sum of $5000 due him as aforesaid. All of which, your orators show, was done by said Stanton in contemplation of bankruptcy, in fraud of said Act of Congress, and for the purpose of giving said Knight a priority and preference on his said claim of $5000 over the general creditors of said Stanton, Buckner & Co. And your orators file, as evidence of this last charge, a printed copy of a letter written by the said Stanton to Stephen Duncan, one of the indorsers on said $6000 note, which letter was dated 14th September, 1842, and in which said Stanton assured said Duncan, although he was then utterly and hopelessly insolvent, and his application to be discharged as a bankrupt was yet pending, that he "can safely say" the said $6000 note "will never trouble him," the said Duncan. The said copy of said letter is marked Exhibit C, and is prayed to be taken as part of this bill. But your orators charge, that in fact, by the payment or settlement of the said $5000, due to said Knight by the said Stanton, Buckner & Co., or the said Stanton, the said $6000 note would have reverted and did revert to the said Stanton, Buckner & Co., and would have constituted and did constitute a portion of the assets, and have passed to the assignee of said Stanton, and Stanton, Buckner & Co. But your orators show, that, although the said Stanton returned the said Knight in his inventory as a debtor to said Stanton, Buckner & Co., in the sum of $930 11, from which it is evident that said $5000 due from them to Knight must have been settled and paid, yet the said Stanton, for the purpose of giving priority and preference to said Stephen Duncan and A. L. Bingaman, or one of them, as the indorser of said note of Buckner, Stanton & Co. for $6000, over the general creditors of him, the said Stanton, and of said firms, and to save them harmless from their liability on said note, and fraudulently to deprive the general creditors of Stanton, Buckner & Co. of their right to subject the said note to the payment of their claims, and fraudulently and knowingly concealed and failed to place the said note in the inventory of assets of either himself or said Stanton, Buckner & Co.

Your orators in fact charge, that by some arrangement, the exact nature of which he is not able to state, but for the purpose of giving a fraudulent and priority to the said Knight and the said Duncan and Benjamin, or one of them, over his general creditors, and those of Stanton, Buckner & Co., in contemplation of bankruptcy, and in fraud of said Act of Congress, the said Stanton effected the settle-

ment of the amount due to the said Knight, of the amount of $5000; yet with the understanding, that the said Knight was to continue to hold the said note of $6000, so that the same should not go into the inventory of said Stanton, Buckner & Co., and thus the said Knight would be paid, and the said Duncan and Benjamin, as indorsers of Buckner, Stanton & Co., be saved harmless, to the prejudice and injury of the general creditors of Stanton, Buckner & Co.; all of which, your orators charge, was done in contemplation of bankruptcy, and in fraud of said Act of Congress and of the creditors of said Stanton, Buckner & Co., and said Stanton, and all of which was done with the knowledge and approbation of said Buckner, in pursuance of said agreement and understanding. Your orators call upon the said Buckner to answer and show, what arrangement, agreement, or understanding was made with the said Knight, or other persons, by which the said Knight received satisfaction of his said $5000; and yet the said note of $6000, which, in that event, became the property of Stanton, Buckner & Co., did not go into their inventory, and by which the said Stanton was able, in September, so confidently to assure the said Duncan, that he would not be troubled by his liability on said note.

Your orators further show unto your honors that since the bankruptcies of said Stanton and said Buckner, the books of the said firm of Stanton, Buckner & Co., have by some means passed into the hands, and are now in the possession of said Buckner. Your orators call upon said Buckner to produce said book; and charge that they will show the nature of said arrangements with said Knight, and also other fraudulent arrangements, and preferences, agreements, transfers, and concealments, made by the said Stanton for himself, and said Stanton, Buckner & Co., in the spring and summer of 1842, in contemplation of bankruptcy, and in fraud of said Act of Congress and of said creditors.

Your orator further expressly states, that the said note of six thousand dollars was not paid by the firm of said Buckner, Stanton & Co., who were primarily liable for the same; and in evidence of this, your orators show, that the said Buckner returned the said note, in his schedule of the indebtedness of the latter firm, as still outstanding against them in the hands of said Knight.

Your orators further show, that, if they are mistaken in charging that said Stanton, Buckner & Co., or said Stanton, actually settled or paid the said sum of $5000 to said Knight, yet they gave him such assurances or guarantees or promises of future payment as to induce him to withhold the said $6000 note, subject conditionally or otherwise to the future control of the said Stanton, or Stanton, Buckner & Co.; and thus, while he was to receive satisfaction of the amount actually due him, yet the said $6000 note was to be thus fraudulently withheld from the general creditors of said Stanton, or Stanton, Buckner & Co. All of which, your orators expressly charge,

was done by the said Stanton in contemplation of bankruptcy and with the knowledge and approbation of said Buckner, when he knew his utter insolvency, and that of said firms, and in fraud of said Act of Congress, and for the purpose of giving priority and preference to said Duncan and Bingaman, and said Knight, or one or some of them, over the general creditors of said firms, were done and made with the knowledge and assent of said Buckner in contemplation of bankruptcy by the said Buckner, in fraud of the said Act of Congress, for the purpose of giving the priorities and preferences last aforesaid, and under the understanding then and before that time had between said Buckner and said Stanton, that they would go into bankruptcy under said Act of Congress; and so your orators charge, that the same were, both on the part of said Stanton and said Buckner, frauds upon the said Act of Congress and said creditors.

And your orator further shows and states, that he is informed and believes, and so charges the fact to be, that the said John Knight, in the spring and early part of the summer of the year A. D. 1842, was a creditor of Stanton, Buckner & Co. for a large amount, to wit, about thirty thousand dollars, for moneys left in the hands of said Stanton, Buckner & Co., as well as large amounts loaned by said Knight to said Stanton, Buckner & Co., and that the said Buckner, and the said Stanton, in contemplation of bankruptcy, in fraud of the said Act of Congress, and of the just rights of their creditors, and the creditors of Stanton, Buckner & Co., and with the design to give the said Knight a priority and preference over the other creditors of said firm of Stanton, Buckner & Co., and of said Buckner and said Stanton, transferred about thirty thousand dollars, and upwards, of the most valuable paper of said firms, to said Knight, either in absolute payment or as collateral security for the ultimate payment of the said large amount due him, as aforesaid; all of which was done by the said Stanton, with the knowledge and approbation and in pursuance of said understanding and agreement to go into bankruptcy, and in fraud of said Act of Congress.

Your orator, by way of more particular specification, shows unto your honors, that in the spring and summer of 1842, and after the first of March, 1842, the said Stanton, Buckner & Co., held an acceptance or note, your orator cannot say positively which of the firms of Buckner, Stanton & Co., for about the sum of $2500, due the 18th December, 1842, which was indorsed by the aforesaid Stephen Duncan; and your orator shows that the said Buckner and the said Stanton, in contemplation of bankruptcy, in fraud of said Act of Congress, and for the purpose of giving priority and preference to, over the general creditors of said Buckner and said firms, to one L. C. Duncan, who was the security of said Buckner upon an appeal bond given by said Buckner to appeal from a judgment against him, for about two thousand dollars, as a member of one of said firms, transferred to said L. C. Duncan said note or acceptance

for $2500, so indorsed by said Stephen Duncan, as collateral security against his liability on said appeal bond.

Your orators further show, that they are informed and believe, and so charge the fact, that the said L. C. Duncan incurred no liability on the said appeal bond, or if he did, was saved harmless by the said Buckner, or the said Stanton, or both, and that the said note or acceptance of said Buckner, Stanton & Co., so indorsed by Stephen Duncan for $2500, constituted and was a part of the assets of said Stanton, Buckner & Co., at the time of said Stanton bankruptcy.

But your orators show, that the said Stanton, with the knowledge and assent of said Buckner, in fraud of said act, for the purpose of giving priority and preference to said Stephen Duncan over the general creditors of said Stanton, Buckner & Co., and in contemplation of bankruptcy, fraudulently and knowingly concealed, and failed to place in his inventory of the assets of said Stanton, Buckner & Co., said acceptance or note of $2500, but withheld the same, with the intention of saving harmless the said Duncan, and defrauding the general creditors of said Stanton, Buckner & Co. of their just rights, all of which your orators charge was done knowingly and fraudulently, and in fraud of said Act of Congress, and said creditors, and with the knowledge and approbation of said Buckner.

Your orators further show, that on the day of May, 1842, the said firm of Stanton, Buckner & Co., was indebted to the Planters' Bank, of the State of Mississippi, in the sum of $3101 27, or thereabout, and that the said Stanton and said Buckner, as members of each of said firms, were indebted to said Bank in said amount.

Your orators show, that being thus indebted to said Bank, as a member of each of said firms, the said Stanton, with the knowledge and assent of said Buckner, on the 31st May, 1842, both of them, in contemplation of bankruptcy, knowing their utter insolvency and that of said firms, and of said Stanton and said Buckner, in fraud of said Act of Congress, and for the purpose of giving priority and preference to said Bank over the general creditors of said firms, or of said Stanton, or of said Buckner, paid to said Planters' Bank the sum of $1000 or thereabouts; and afterwards, on the 4th June, 1842, also, in contemplation of bankruptcy, in fraud of said act, fully knowing their aforesaid insolvency, and that of said firms, and for the purpose of giving a preference and priority to said Bank over the general creditors of said firms, or of said Stanton, or of said Buckner, paid to the said Bank the further sum of $600, or thereabouts.

Your orators show, that the balance of said debt to the Planters' Bank was rendered by said Stanton, in his schedule of the indebtedness of Stanton, Buckner & Co., but that he promised, both before and after filing said petitions and schedules, to John P. Walworth, President of said Bank, to pay said balance; and afterwards, on the

day of A. D. being threatened with a suit in regard to said balance, did pay to the assignees of said Bank said balance.

Your orators show unto your honor, by way of more particular specification, that prior to the 1st March, 1842, said Frederick Stanton was indebted to the Planters' Bank of the State of Mississippi, in the amount of two notes, drawn by himself individually, and due 15th and 18th February, 1842, for the sum of $8585 50; the other, due 1st and 4th February, 1842, for $81,462 74.

And your orators further show, that prior to the 1st of March, 1842, the said Stanton, and the said Buckner, as members of the said firm of Stanton, Buckner & Co., now also indebted to the said Bank, in the amount of the first of the above two notes, drawn by Frederick Stanton, which was, in fact, drawn in favor of Stanton, Buckner & Co., and by them indorsed; and your orators show, that prior to the said 1st of March, 1842, the said defendants, Stanton and Buckner, as members of the firm of Stanton, Buckner & Co., were indebted to the said Planters' Bank in the amount of the following notes, one drawn by Stanton, Buckner & Co., in favor of J. Raily, and indorsed by him, and John N. Helm, and A. L. Bingaman, due 1st and 4th February, 1842, for the sum of $19,869 95. One note drawn by Stanton, Buckner & Co., in favor of William M. Helm, and indorsed by him, and by J. Raily, and John N. Helm, due 1st and 4th February, 1842, for $19,869 95. One note drawn by Stanton, Buckner & Co., in favor of John N. Helm, indorsed by him, and J. Raily, and A. L. Bingaman, due 1st and 4th February, 1842, for $19,869 95. One note drawn by Stanton, Buckner & Co., in favor of A. L. Bingaman, indorsed by him, and J. Raily, and John N. Helm, due 1st and 4th February, 1842, for $19,869 95.

One note of Stanton, Buckner & Co., in favor of G. C. Brandon, and indorsed by said G. C. Brandon, and William L. Brandon, and William M. Helm, due 1st and 4th February, 1842, for the sum of $19,869 95. And one other note of Stanton, Buckner & Co., in favor of Montgomery and Mitchell, and indorsed by them, and John N. Helm, due the 1st and 4th February, 1842, for $19,869 95, making in all the indebtedness of the said Stanton, on his individual notes, about $90,048 24, to said Bank, and the indebtedness of said Stanton, and said Buckner, as members of the firm of Stanton, Buckner & Co., on said last-mentioned indorsed note, $119,219 70, all of which had matured, and were duly protested, and which were not paid on the said 1st of March. Your orators show unto your honors, that said John N. Helm, William M. Helm, and G. C. Brandon, were the brothers-in-law of said Stanton; and Raily, and A. L. Bingaman, were particular friends of said Stanton, and of said Buckner.

Your orators further show unto your honors, that the said Buckner, in contemplation of bankruptcy, in fraud of said Act of Congress, and for the purpose of giving priority and preference to the said J.

Raily and John N. Helm over the general creditors of said Stanton, Buckner & Co., on or about the 11th March, 1842, made a sale and transfer of certain property in the City of New Orleans, known as the Julia Street property, being lot No. 5, as *as* per plan at Christy's, Notary Public, to said James Raily and John N. Helm, by an act passed before D. L. McCoy, Notary Public, there being a house on said lot, for the sum of $10,700, for which the said Helm and Raily gave four promissory notes, payable to the Planters' Bank of the State of Mississippi, for $2675 each, payable one, two, three, and four years after date, each note bearing interest at eight per cent. per annum, from date till paid. Your orators further show, that on or about the 11th or 12th of March, 1842, the said Buckner, in contemplation of bankruptcy, with a full knowledge of his own insolvency and that of said firms and said Stanton, and for the purpose of giving said Raily and said John N. Helm a priority and preference over the general creditors of himself and said Stanton, Buckner & Co., made a sale and transfer of certain property in Lafayette, in the State of Louisiana, being eighteen lots of ground situate in Nuns Fauburg in said Lafayette, in the square bounded by Prytania, St. Andrew's, Ursula, and St. Mary's Streets, numbering from 1 to 18, inclusive, of a plan drawn by W. Pollard, engineer, dated 3d January, 1837, and annexed to the act passed before H. B. Cenas, Notary Public, on 27th January, 1837, for which said property the said Helm and said Raily gave their four promissory notes, dated March, 1842, payable to the Planters' Bank of the State of Mississippi, payable one, two, three, and four years after date, with interest at eight per cent. per annum from date until paid, each for $3666 66⅔, amounting to $14,666 66⅔, and in addition the said Raily and Helm also assumed the payment of four notes drawn by G. R. Stringer and O. P. Jackson, payable 25th June, 1843, for $473 33⅓ each, secured by lien or mortgage on said Lafayette property, amounting to $1893 33⅓; also assumed the payment of defendant, H. S. Buckner, two notes, payable to O. P. Jackson and G. R. Stringer, due on the 27th June, 1843, for $720 each, secured by lien or mortgage on said Lafayette property, amounting to $1440, making in all the sum of $18,000 for said Lafayette, or $28,700 for the Julia Street and Lafayette property.

Your orators further show unto your honors, that said transfers and sales were made in contemplation of the respective bankruptcy, as aforesaid, of said Buckner and said Stanton, in fraud of said act, for the purpose of giving priority and preference to said Helm and Raily, in the following manner, that is to say: it was expressly agreed and stipulated, between the said Raily and Helm, and the said Buckner, that the former should have the privilege of offering for discount in the Planters' Bank of the State of Mississippi, the notes executed by the latter for the Julia Street and Lafayette property, with other notes to be executed by the said Helm and Raily, suffi-

cient to make up the amount for discount in the Planters' Bank, the proceeds to be applied to the payment of the first and third notes of *of* Stanton, Buckner & Co., for $19,869 95, due the Planters' Bank above described, on one of which notes the said Raily was the first indorser, and on the other the said Helm was the first indorser.

And your orators further show unto your honors, that the said notes, so executed by the said Helm and the said Raily, as above described, and other notes of theirs sufficient to make up the amount necessary to pay the said two notes of $19,869 95, were subsequently, on or about the 18th March, 1842, in pursuance of this agreement and understanding, discounted, on the application of said Stanton in said Planters' Bank, and the proceeds paid in the checks of said Raily and Helm, in discharge of said two last above-described notes of $19,869 95; and your orators show that this arrangement was then made and carried out as above stated by the said Buckner, in contemplation of bankruptcy, in fraud of said act, and for the purpose of giving priority and preference to said Raily and Helm over the general creditors of Stanton, Buckner & Co., to the extent of the amounts of said notes executed by them to the said Planters' Bank, first for the Julia Street, amounting to $10,700, and for the Lafayette property, amounting to $14,666 66⅔. But your orators further show unto your honors, that this was done with the full approbation and consent of the said Frederick Stanton, then in contemplation of bankruptcy, in fraud of said act, and for the purpose of giving priority and preference as aforesaid to said Helm and Raily, and in pursuance of the understanding aforesaid between the said Buckner and himself to that effect; and accordingly your orators show that on the 18th March, 1842, the said Frederick Stanton, by way of consummating this preference in favor of Helm and Raily, presented in said Planters' Bank the checks of said Raily and Helm for the amounts before that time discounted on his said application to said Bank, and had the same applied to the payment of said two notes of $19,869 95, on which said Helm and Raily were the first indorsers.

Your orators further show unto your honors, that the said Planters' Bank discounted the said notes of Raily and Helm on the condition that the proceeds of said discount should be applied to the payment of the last two described notes of Stanton, Buckner & Co. Your orators further show, that in pursuance of this artful scheme to prefer the said Raily and Helm, the said Stanton acted as the agent of the said Helm and Raily in presenting and obtaining from said Bank the discount of their discounts from said Bank for said Raily and Helm, the conditions that the proceeds should be applied to the payment of the aforesaid two notes of Stanton, Buckner & Co., for $19,869 95, on which Raily and Helm were first indorsers. All which said sale, and transfer, and proceedings connected therewith, were made and done by said Buckner and the Stanton, in fraud of

the said Act of Congress, in contemplation of their said bankruptcy, and for the purpose of giving the said Raily and the said John N. Helm a priority and preference over the general creditors of said Stanton, Buckner & Co.

But your orators further show unto your honors, that they are informed and believe that the said sale and transfer of the said Julia Street and Lafayette properties made, as aforesaid, by the said Buckner, with the knowledge and approbation of said Stanton, in fraud, as aforesaid, in contemplation of bankruptcy, and for the purposes, as aforesaid, to give priority and preference to said Raily and said Helm, the brothers-in-law of said Stanton, was made for the purpose of retaining an advantage and profit to the said Buckner out of said property, in fraud of the creditors of him, the said Buckner. And your orators charge, that it was understood and arranged by the said Buckner and the said Raily and Helm, before the said sale and transfer, that said Buckner should have the privilege of redeeming said property, or some portion thereof, by paying to said Planters' Bank the notes of said Raily and Helm given for the same, and also reimbursing to them the amounts which they were to advance on said pretended sale and transfer, which your orators charge to be fraudulent as to the general creditors of said Buckner.

And your orators show, in evidence of this fact, that the said Buckner never in fact parted with the possession of said Lafayette property, but retained the same, under a pretented agency for the said Raily and Helm, but they retaining the title as a security for the said notes to the Planters' Bank, and for the payments assumed by them on account of the purchase of said property; and, accordingly, your orators show, that immediately after the discharge of said Buckner in bankruptcy, the said Raily and Helm made a resale to said Buckner, but which, your orators charge, was but a consummation of the said previous arrangement and understanding with him; and the rents, which accrued on said property, were relinquished to the said Buckner, he only agreeing to take up the engagements given and outstanding for said property. Your orators show and charge, that, though said Lafayette was really worth, at the time, greatly more than the said sum of $18,000, for which said sale and transfer was made, yet the sum of $14,666 66⅔ of that sum was payable in the Planters' Bank, in one, two, three, and four years after said sale.

And your orators further show, that at the time of said sale, and ever after that time, the bills and notes of that Bank in which said notes were payable, were worth not more than forty cents on the dollar, thus reducing the actual amount which said Buckner actually paid on said notes for said property to said Bank, less than half the nominal sum, and enabling him, without ever parting with the possession of said property, or paying any rent therefor, by simply placing the titles in Raily and Helm, as security for their said indebtedness, to realize a splendid speculation, and defraud his gene-

ral creditors of their right to have said property honestly appropriated to the payment of his debts. Your orators charge in fact that said arrangement was made expressly for the purpose of giving a priority and preference to said Raily and Helm, as aforesaid, and to secure the said Buckner the ultimate enjoyment of said property, in fraud of said act, in contemplation of bankruptcy, and with the consent and knowledge of said Stanton, also in contemplation of bankruptcy, in fraud of said act, and for the purposes aforesaid. Your orators further show, that the said Buckner did for a short time part with the possession of said Julia Street property, but within a few months afterwards went again into possession of said Julia Street property, under some pretended agency for said Helm and Raily, and from that time received the rents and profits of said property, for which he did not render, and was not required to render any account to said Raily and Helm, but used the same, together with the rents accruing on said property, before he went into possession under said pretended agency, which your orator charges were permitted by said Helm and Raily to go into his hands in paying off said Planters' Bank debt.

Your orators show, that in 1846 said Raily and Helm made a sale of said property to one Blood, through the said pretended agency of said Buckner, for the pretended purpose of paying off the balance of the debt which had been contracted in the Planters' Bank for said property; but your orators show that this was in fact a sale made by said Buckner for his own benefit, and that he realized from it the advantages contemplated in his original understanding with said Raily and Helm, when, as your orators are informed and believe, the said Raily and Helm, although the pretended owners of said Julia Street property for a period of five years or more, never received one cent from the same, but the said Buckner received all the rents and profits of the same, together with the amount which the said Blood paid for the same, only on the condition, and for the purpose of paying the said notes for $10,700, which had been executed by said Raily and Helm to the Planters' Bank, in the purchase of said property as aforesaid, from the said Buckner.

But your orators show, that the whole amount of said notes, and interest when paid, did not exceed nominally the amount of about $12,000, which was about the sum received by said Buckner in good money from the said rents, and the sale of said property, to said Blood, while he was able to pay said notes, in Planters' Bank money, which, as your orator is advised, from the time of said original sale and transfer, up to the final extinction of said notes, did not exceed forty cents on the dollar. Your orators charge upon the above facts, that the transactions, transfers, sales, agreements, etc., in regard to both the said Lafayette and Julia Street properties, were made and done by the said Buckner, with the said Raily and Helm, in con-

templation of his bankruptcy, and that of the firms of which he was a member, and of said Stanton, in fraud of the said Act of Congress, for the purpose of giving the priorities and preferences aforesaid, to the said Raily and Helm, and for the purpose of securing to himself an advantage and profit out of said property, and not honestly subjecting it in good faith to the payment of his debts, and that all this was done with the knowledge and assent of said Stanton, and under their previous understanding to go into bankruptcy; and in contemplation thereof, by said Stanton, for the purpose, on his part, of giving the priorities and preferences aforesaid, to the said Raily and Helm, in fraud of the said Act of Congress, and of the rights of the creditors of said Buckner, and Stanton, Buckner & Co.

Your orators further show unto your honors, by way of particular specification, that on the 7th day of July, in the year 1842, the said firm of Buckner, Stanton & Co. were indebted to one Martin Burke, in a sum of money, the amount of which your orator is unable to state, and that on that day, a few days before the respective applications of said Stanton, and said Buckner, to be declared bankrupts, in contemplation of bankruptcy, knowing themselves and said firms to be insolvent, in fraud of said Act of Congress, and for the purpose of giving priority and preference to said Burke, over the general creditors of the said Buckner, Stanton & Co., the said Buckner, for and on behalf of said Buckner, Stanton & Co., paid to the said Burke, the sum of $1044 49; and your orators charge, that this payment and preference, in favor of said Burke, was done and made by said firms, in pursuance of the previous understanding and arrangement between said Buckner and Stanton, to go into bankruptcy, and to prepare therefor by making certain preferences.

Your orators show, by way of more particular specification, that on the 8th of July, 1842, the said firms of Buckner, Stanton & Co., being indebted to one Bryant, in a sum, the exact amount of which your orators cannot state, and that on the 8th of July, 1842, in contemplation of bankruptcy, by the said Buckner, and said Stanton, in fraud of said Act of Congress, and to give a preference and priority to said Bryant, over the general creditors of said Buckner, Stanton & Co., the said Buckner, and said firm, paid to said Bryant on their said indebtedness, the sum of $542 88. And your orators charge, that this payment was made in pursuance of the previous understanding between the said Stanton and Buckner, to go into bankruptcy, and to prepare therefor, by making certain arrangements, which would give priority to some particular and favored friends, over their general creditors.

Your orators further show, that on the 8th day of July, 1842, the said firm of Buckner, Stanton & Co., being indebted to one L. C. Duncan, in a sum the exact amount of which your orator is not able to state, the said Buckner, Stanton & Co., in contemplation of bankruptcy, in fraud of said Act of Congress, with intent to give priority

and preference to said Duncan over their general creditors, paid to the said Duncan the sum of about $1387, more or less, and your orators charge that this was done in pursuance of said previous arrangement and agreement between the said Buckner and said Stanton, and fraud of said Act of Congress.

Your orators further show unto your honor, that on the said 8th day of July, 1842, the said firm of Buckner, Stanton & Co., being indebted to one Joseph Sill, in a sum the exact amount of which your orators are unable to state, the said Buckner and the said Stanton, and said firm, in contemplation of bankruptcy, in fraud of said Act of Congress, and in order to give priority and preference to said Sill over the general creditors of said firm, and of said Stanton, and said Buckner, paid to the said Sill the sum of $1497 07, and your orators charge that said payment was thus made in pursuance of said previous arrangement and understanding between said Stanton and said Buckner, as above shown, and in fraud of said Act.

Your orators further show unto your honor, that on the said 8th day of July, 1842, the said Buckner, and said Stanton, and said firm of Buckner, Stanton & Co., in contemplation of bankruptcy, in fraud of said Act of *said Act of* Congress, and in order to give said Joseph Sill a priority and preference over the general creditors of said firm, and for the further purpose of concealing for their own benefit, transferred to said Sill certain unsettled balances of accounts due from various persons to said firm of Buckner, Stanton & Co., to wit: balance of account against G. C. Brandon, amounting to $221 76, balance of account against John L. Fisher, due to said Buckner, Stanton & Co., amounting to $437 58, balance of account against Dan'l H. Miles, due to said firm, amounting to $415 59, balance of account against Lesser, Newton & Co., due said firm, amounting to $799 79, balance of account against M. W. Ewing, due said firm, amounting to $249 54, balance of account against J. A. McPheeters, of $666 98, and balance of account against A. W. Hutchins, due said firm, amounting to $824, amounting in all to about $3520 14, all of which said accounts were good.

Your orators for want of information cannot state positively for what purpose said transfers were made, but they charge, from their belief and information, that said transfers were made to secure said Sill, in whatever balance might be due him, over and above the cash payment already shown to have been made to said Sill, on an indebtedness, which could not have fallen due until 31st August, 1842, after their application for bankruptcy. Your orators charge this upon the entry made upon the books of said Buckner, Stanton & Co., of an indebtedness due to said Sill, on said 31st August, 1842, for about $2500. Your orators show and charge, that for whatever purpose said transfers were made to said Sill, the said balances of account were concealed and not placed in the inventory of the assets of said Buckner, Stanton & Co., either of said Buckner, or

said Stanton, all of which was done in contemplation of bankruptcy, in fraud of said act, and of their creditors, and was done to secure an ultimate advantage to said Stanton and said Buckner, in fraud of said act.

Your orators show unto your honor, that all of said payment, preferences, and transfers, as aforesaid, to said Bryant, said Duncan, said Burke, and said Sill, will more fully and at large appear from the books of said firm of Buckner, Stanton & Co., for the year 1842. Your orators therefore pray that said defendants be required to produce the same in Court, if the allegations hereinbefore stated are denied.

Your orators would further show unto your honors, by way of more particular specification, that they are informed and believe, and so charge the fact to be, that a short time prior to the filing of said petitions by said Stanton and said Buckner, in said District Court as aforesaid, the said firm of Stanton, Buckner & Co., were indebted to one Pipes in a large amount, and that Wm. M. Helm, the brother-in-law of said Stanton, as aforesaid, was indebted in a large amount to said firm of Stanton, Buckner & Co.; but the exact amount of which said firms of indebtedness respectively, your orator is unable to state, by reason of said Stanton having, as aforesaid, obtained the possession of said books of Stanton, Buckner & Co. But now so it is, may it please your honor, your orators are informed and believe, and so charge the fact to be, that the said Stanton, and the said Buckner, in contemplation of their respective bankruptcies, in fraud of said Act, and for the purpose of giving the said Pipes a preference and priority over the general creditors of said firm of Stanton, Buckner & Co., and a preference over their individual creditors respectively, with a full knowledge of their utter and hopeless insolvency, and that of said firms, after a mutual understanding and agreement made and had for that purpose, through the said Stanton, by and between all of said parties, that the said Pipes was to be the creditor of the said William M. Helm, instead of the firm of Stanton, Buckner & Co., to the amount of the said indebtedness of said Helm to said Stanton, Buckner & Co., did charge, by the said Stanton, the said Pipes, on the books of Stanton, Buckner & Co., with the amount of the said debts due and owing from said William M. Helm to said Stanton, Buckner & Co., and did credit the said William M. Helm, on said book of Stanton, Buckner & Co., for the corresponding amount of the charge made as aforesaid against said Pipes; all of which your orators charge was in fraud of the just rights of creditors and of said Act of Congress, and was done by said Stanton, with the knowledge and approbation of the same on the part of said Buckner, and in pursuance of said understanding by and between said Stanton and said Buckner as aforesaid, and for the purposes aforesaid, in contemplation of bankruptcy as aforesaid.

Your orators would further show, that if mistaken in charging the

aforesaid transaction and arrangement as a payment, preference, and priority as aforesaid to the said Pipes, over the general creditors of Stanton, Buckner & Co., and the individual creditors of said Stanton and Buckner, then your orators charge that the said arrangement, in relation to the said indebtedness of said Stanton & Co., to said Pipes, and also of said William M. Helm to the said firm of Stanton, Buckner & Co., was made by the said Stanton in contemplation of bankruptcy, in fraud of said act, with a full knowledge of the same, on the part of the said Buckner, and in pursuance of said agreement and understanding, by and between said Stanton and said Buckner as aforesaid, in relation to their respective applications for the benefit of said act, for the purpose of giving the said Pipes a security for his said debt over the general creditors of Stanton, Buckner & Co., in fraud of the general creditors and of their just rights, by charging the said Pipes as aforesaid, and by crediting the said Wm. M. Helm as aforesaid; all of which your orators charge was in fraud of said Act of Congress, and of the just rights of creditors. And your orators further show unto your honors, that the said Stanton and the said Buckner, both did knowingly, wilfully, and in fraud of said Act of Congress, and of the just rights of creditors, omit the name, and the amount of the said indebtedness of the said William M. Helm, to said Stanton, Buckner & Co., their respective inventories, filed with their said petitions as aforesaid, and concealed the same.

And your orators further show unto your honor, that in the latter part of the year 1842, the said Stanton and the said Buckner formed a new partnership in commercial business, under the name and style of Stanton and Buckner, at Natchez, in the State of Mississippi, and Buckner & Co., in New Orleans, La., and that shortly after the formation of said firms as last aforesaid, the said Pipes was credited on the books of said firm of Stanton & Buckner, with the amount of the original indebtedness of Stanton, Buckner & Co., to said Pipes, and the said William M. Helm was charged on the books of said firm of Stanton & Buckner with the amount of his original indebtedness to said Stanton, Buckner & Co. All of which actings and doings, in fraud of said Act of Congress, and of the just rights of creditors, your orators charge will more fully appear in and from the books of said firms of Stanton, Buckner & Co., for the year 1842, and from the books of said new firms of Stanton & Buckner and Buckner & Stanton, for the years 1842 and 1843, which your orators pray the said defendant may be required to bring into Court, if the allegations hereinbefore stated are denied, all of which said books are in the possession of said defendant.

And your orators further show unto your honors, that by reason of the said books of said firms of Stanton, Buckner & Co., Buckner & Stanton, and Stanton & Buckner, being in the possession of the said defendants, your orators are not able to make more and other specific charges of the divers fraudulent concealments, preferences,

priorities, payments, transfers of property, charges and credits made and entered on and in the said books of Stanton, Buckner & Co., by the said Stanton, in contemplation of bankruptcy, in fraud of said act, and of the just rights of creditors, with a full knowledge and approbation, on the part of the said Buckner, in contemplation of bankruptcy, and in pursuance of their said undertaking and agreement in relation to their applying for the benefit of said act; but now so it is, may it please your honor, your orators readvised and believes, and so charge the fact to be, that the said Stanton, in contemplation of bankruptcy, in fraud of said act, and of the just rights of creditors, with a full knowledge and approbation of the same, on the part of said Buckner, in contemplation of bankruptcy, and in pursuance of their said agreement and understanding in relation to applying for the benefits of said act, did make divers fraudulent entries, charges, credits, and preferences, transfers, and concealments of property, on and in the said books of Stanton, Buckner & Co., and said Stanton & Buckner, for the purpose of giving priority and preference to certain and particular friends and relatives, over the general creditors of Stanton, Buckner & Co., and also for the purpose of securing a large amount of money, notes, bills, and accounts due said firm of said Stanton, Buckner & Co., to the use and benefit of him, the said Stanton, and the said Buckner, and thereby did fraudulently deprive the general creditors of Stanton, Buckner & Co., and of said Buckner and said Stanton of their just rights, and all of which was in fraud of said Act of Congress.

And your orators further show unto your honor, that they are informed and believe, and so charge the fact to be, that the said Stanton, and the said Buckner, in contemplation of bankruptcy, and in fraud of said Act of Congress, for the purpose of giving priority and preference to certain favored creditors of Stanton, Buckner & Co., over the general creditors of Stanton, Buckner & Co., but whose names your orators are unable to state, and for the further purpose of securing and retaining to the new firms of Stanton & Buckner, and Buckner & Stanton, which they then intended to establish after their respective applications for the benefits of said act, the custom of said favored persons, and for the further purpose of retaining to said new firms a portion of the assets of said Stanton, Buckner & Co., in fraud of said Act of Congress, and of the just rights of the creditors of said Buckner and said Stanton, and Stanton, Buckner & Co., did assign and transfer a large amount of the commercial paper and book accounts against various persons, due to said firm of Stanton, Buckner & Co., to said favored persons, creditors as aforesaid, for the purposes aforesaid, and that the accounts of said favored persons, creditors, as aforesaid, and the said persons indebted as aforesaid, on said commercial paper and book accounts, were balanced and paid accordingly by said transfers, by the said Stanton, and the

said Buckner, and all of which your orators charge will more fully appear by reference to said books of said Stanton, Buckner & Co., for the year 1842, and which your orator prays the said defendants may be required to produce, if the allegations hereinbefore stated are denied.

Your orators show unto your honors, that they had no notice whatever, nor any knowledge or notice whatever, of any facts calculated to put them upon inquiry, of the frauds, devices, combinations, priorities, preferences, transfers, securities, arrangements, and concealments made, done, and given as above stated by said Stanton and said Buckner, in fraud of said Act of Congress, and of the rights of their creditors, but, on the contrary, said Buckner and said Stanton carefully and fraudulently concealed the same from your orators, who were in entire ignorance of the same, until within the two years last past, within which said last-mentioned period of time they have discovered the same. And your orators show, that the said frauds, devices, combinations, priorities, preferences, transfers, securities, arrangements, and concealments, make utterly null and void, as against your orators, the said decree of discharge and certificate thereof of the said United States District Court in favor of said Buckner.

Your orators further show, that, not having any notice of said frauds, and supposing and believing that the said Stanton and said Buckner had honestly and faithfully complied with all the requirements of said Act of Congress, and had thus legally and properly obtained their respective discharges and certificates, as aforesaid, from all their liabilities, of every nature and description, and had thus, as your orators are advised and believe would have been the effect of said discharges and certificates, had they been honestly and legally obtained, ceased to be the debtors of your orators, were belied into a false repose and confidence, believing that they had no claim against said defendant or against said Stanton, and so did not proceed to enforce their said claims against them either at law or in equity.

Your orators further show, that, within the two years last past, they have used all diligence and every effort in their power to ferret out the said frauds, devices, and combinations, priorities, preferences, transfers, securities, arrangements, and concealments. And your orators state the fact to be, that, by reason of said frauds, devices, combinations, priorities, preferences, transfers, arrangements, securities, and concealments, as hereinbefore mentioned, practised, done, and given by said defendant, Buckner, and by the said Stanton, with the knowledge and approbation of said Buckner, upon said Act of Congress, and the just rights of creditors, and the discovery of the same within the two years last past, as aforesaid, by your orators, and their diligence as hereinbefore stated, the said decrees of the said District Courts, in Mississippi and Louisiana, purporting to discharge the said defendant, Buckner, and the said Stanton, from all their liabilities, of every nature whatsoever, and the certificates thereof

granted to the said defendant, Buckner, and to said Stanton, by said District Courts, are utterly null and void, and of no force or validity whatsoever, as against the rights of your orators.

Your orators further show unto your honors, that there is still due and owing by the said defendant, Buckner, on said promissory notes and bills of exchange, the full sum, if not more, of forty-nine thousand and twenty dollars and fourteen cents ($49,020 14), with interest at the rate of eight per cent. per annum on the respective amounts of said several promissory notes and said bills of exchange from the respective days of their naturally until paid.

The premises considered, your orators pray the said Henry S. Buckner, of the City of New Orleans and State of Louisiana, be made a defendant to this Bill of Complaint, and compelled to answer under oath the several allegations thereof, and to that end that due process of subpœna may issue against the said Henry S. Buckner.

And your orators further pray, that if the said Frederick Stanton, who is not made a defendant, and cannot now be made a defendant, and cannot be made such by reason of the facts above stated, should hereafter become a citizen of the State of Louisiana, that he may there be made a defendant to this bill, and compelled to answer all the allegations thereof under oath, and to that and on his subsequently becoming a citizen of the State of Louisiana, that due proceedings and process may be had and subpœna may issue against said Frederick Stanton.

And your orators further pray, that, the premises considered, the decree of said District Court in said State of Louisiana, purporting to discharge the said defendant, Henry S. Buckner, from all his debts and engagements of every nature whatsoever, and the certificate thereof granted by the said District Court in Louisiana, be adjudged and decreed void and of no validity whatsoever, as far as the *the* rights of your orators, as set forth in this Bill, are or may be effected by the same, and that the said defendant be perpetually enjoined from setting up said discharge, and the certificate thereof granted to him by said District Court as aforesaid, as against the rights of your orators, as above set forth in this Bill of Complaint. And your orators further pray, that premises considered, that the said defendant, Henry S. Buckner, be adjudged and decreed to pay unto your orators the said sum of forty-nine thousand and twenty dollars and fourteen cents ($49,020 14), with interest, as required by the tenor of said notes and bills of exchange, until paid, according to the law in such cases made and provided, together with all such costs and damages as may accrue unto your orators; or if mistaken in the relief prayed for, to grant such utter and general relief unto your orators, the premises considered, as unto your honors may seem meet and proper, and as in duty bound will ever pray, &c.

L. MADISON DAY,
SMITEY & PERRIN,
Solicitors.

Exhibit A. to Bill.

Promissory Note, filed with Bill, 9th August, 1855.

MANCHESTER, March 1st, 1838.

$1,500.

Twelve months after the 31st day of March instant, we or either of us promise to pay to the Commercial Bank of Manchester, fifteen hundred dollars, value received; negotiable and payable at their banking house at Manchester, Miss.

THO. W. SCOTT,
EXUM & LEWIS,
W. DORSUY,
M. B. HAMER & CO.,
Security.

$750, paid by Dorsey.
750, to be paid by M. B. H. & Co.

$1500.

Indorsed, Exhibit A.

(Erased.) Pay J. P. Bailey, J. J. Wilson, J. W. Barnett, and Alex. Smith, or order.

ALEX. SMITH,
Cashier.

Exhibit B. to Bill.

Promissory Note, filed with Bill, 9th Aug. 1855.

MANCHESTER, March 29th, 1838.

$475.

Twelve months after the 31st day of March inst., we or either of us, promise to pay to the Commercial Bank of Manchester, four hundred and seventy-five dollars, value received; negotiable and payable at their banking house at Manchester, Miss.

THO. W. SCOTT,
J. H. VANCE,
CUSACK & DABBS,
M. B. HAMER & CO.,
Security.

Indorsed, Exhibit B.

(Erased.) Pay J. P. Bailey, J. J. Wilson, J. W. Barnett, and Alex. Smith, or order.

ALEX. SMITH,
Cashier.

Exhibit C. to Bill.

Promissory Note, filed with Bill, 9th Aug. 1855.

MANCHESTER, March 15th, 1839.

$4000.

Twelve months after date, I promise to pay to the order of M. B.

Hamer & Co., four thousand dollars, value received, payable and negotiable at the Commercial Bank of Manchester.

Long Loan. STEPHEN HOWARD.

Indorsed, Exhibit C.

M. B. Hamer & Co.,
P. B. Pope.

(Erased.) Pay J. P. Bailey, J. J. Wilson, J. W. Barnett, and Alex. Smith, or order.

ALEX. SMITH,
Cashier.

Exhibit D. to Bill.

Promissory Note, filed with Bill, 9th Aug. 1855.

YAZOO CITY, MI., December 27th, 1839.

$700.

Twelve months after date, I promise to pay to the order of P. B. Pope, seven hundred dollars, value received; negotiable and payable at the Commercial Bank of Manchester.

V. M. SUBLETT.

Indorsed, Exhibit D.

P. B. Pope,
M. B. Hamer & Co.

(Erased.) Pay J. P. Bailey, J. J. Wilson, J. W. Barnett, and Alexander Smith, or order.

ALEXANDER SMITH,
Cashier.

Exhibit F. to Bill.

Promissory Note, filed with Bill, 9th August, 1855.

MANCHESTER, May 3d, 1838.

$7136 61.

Eight months after date, I promise to pay to the order of M. B. Hamer & Co., seventy-one hundred and thirty-six dollars and sixty-one cents, for value received, payable and negotiable at the Commercial Bank of Manchester.

JOHN F. WILLIAMS.

$3800 18.

Received on this note three thousand eight hundred dollars and eighteen cents, by purchases of land of E. L. Acee, in Choctaw County, June 5th, 1841. Yazoo City, 23d September, 1843.

ALEXANDER SMITH,
Clerk and Teller.

Indorsed, Exhibit F.

M. B. Hamer & Co.,
Thomas W. Scott.

Pay J. P. Bailey, J. J. Wilson, J. W. Barnett, and Alexander Smith, or order.

ALEXANDER SMITH,
Cashier.

Exhibit G. to Bill.

Promissory Note, filed with Bill, 9th August, 1855.

MANCHESTER, MI., March 15th, 1839.

$3162 75.

Eleven months after date, I promise to pay to the order of M. B. Hamer & Co., thirty-one hundred and sixty-two dollars and seventy-five cents, value received, negotiable and payable at the Commercial Bank of Manchester.

STEPHEN HOWARD.

Indorsed, Exhibit G.

M. B. Hamer & Co.,
P. B. Pope.

(Erased.) Pay J. P. Bailey, J. J. Wilson, J. W. Barnett, and Alexander Smith.

ALEXANDER SMITH,
Cashier.

Exhibit H. to Bill.

Promissory Note, filed with Bill, 9th August, 1855.

ROCKY SPRING, MI., February 28th, 1840.

$4000.

Twelve months after date, we, or either of us, promise to pay to the order of M. B. Hamer & Co., four thousand dollars, for value received, payable and negotiable at the Commercial Bank of Manchester, Miss.

WM. H. HAMER,
VERNON C. HICKS,
per pro
WM. H. HAMER.

Indorsed, Exhibit H.

M. B. Hamer & Co.

(Erased.) Pay J. P. Bailey, J. J. Wilson, J. W. Barnett, and Alexander Smith, or order.

ALEXANDER SMITH,
Cashier.

Exhibit I. to Bill.

Promissory Note, filed with Bill, 9th August, 1855.

YAZOO CITY, May 30th, 1839.

$11,490 88.

Eleven months after date, we or either of us, promise to pay to the Commercial Bank of Manchester, eleven thousand four hundred

and ninety $\frac{88}{100}$ dollars, for value received, payable and negotiable at their banking-house in Yazoo City.

JAMES J. B. WHITE,
A. B. FAUST.

This note passed by the board when filled (words erased, unlegible) for the amount due on note in suit.
Indorsed, Exhibit I.

For value received of the Commercial Bank of Manchester, we guarantee the payment of the within note, written on the opposite side hereof. May 30th, 1839.

M. B. HAMER & CO.

Demand and notice waived by us, May 2d, 1840.
M. B. HAMER & CO.

(Erased.) Pay J. P. Bailey, J. J. Wilson, J. W. Barnett, and Alexander Smith, or order.

ALEXANDER SMITH,
Cashier.

YAZOO CITY, MI., December 28th, 1839.

$22,000.

Three months after date, promise to pay to the order of M. B. Hamer & Co., twenty-two thousand dollars, value received, negotiable and payable at the Commercial Bank of Manchester.

P. B. POPE & CO.,
per P. B. POPE.

In liquidation.

Received on this note, fifteen thousand one hundred and ninety-eight $\frac{00}{100}$ dollars, June 5, 1840.

R. M. ILHINNY,
Teller.

Received on this note, November 3d, 1840, ten hundred and ninety-three $\frac{85}{100}$ dollars.
$1093\frac{85}{100}$

R. M. ILHINNY,
Teller.

Received on this note, April 6th, 1841, one hundred and sixty-nine $\frac{79}{100}$.
$169\frac{79}{100}$

R. M. ILHINNY,
Teller.

Indorsed, M. B. Hamer & Co.
(Erased.) J. J. Hughes.

Exhibit J.

Demand and notice.
Waived, J. J. Hughes (erased).
Demand and notice of protest waived by us.

M. B. HAMER & CO.,
J. J. HUGHES.

(Erased.) Demand and notice waived for
J. J. HUGHES,
By MARK HAMER.

Exhibit K. to Bill.

Promissory Note, filed with Bill, 9th August, 1855.

MANCHESTER, MI., 8th March, 1838.

$620.

Eight months after date, I promise to pay to the order of James H. Vance six hundred and twenty dollars, value received, negotiable and payable at the Commercial Bank of Manchester.

M. PIERCE.

Renewal of drawers note at Commercial Bank.

Indorsed, James H. Vance.
(Erased.) M. B. Hamer & Co.,
per pro Jm. Glase.
Exhibit K.

Exhibit L. to Bill.

Promissory Note, filed with Bill, 9th August, 1855.

MANCHESTER, MI., May 3d, 1838.

$10,434 22.

Seven months after date, we promise to pay to the order of James J. B. White, ten thousand four hundred and thirty-four dollars and twenty-two cents, value received, negotiable and payable at the Commercial Bank of Manchester.

SCOTT & CALDWELL, in liquidation,
per THOMAS W. SCOTT.

Indorsed, James J. B. White, M. B. Hamer & Co.
Exhibit L.
(Erased.) Thomas W. Scott.
(Erased.) Pay to the order of E. B. Grayson, Esq., Cashier.
(Erased.) J. J. HUGHES,
Cashier.

Exhibit A.

Filed with Bill, 9th August, 1855.

Letter from Stanton to Duncan.

NATCHEZ, August 25th, 1842.

STEPHEN DUNCAN, Esq.

DEAR SIR:—I this morning received your esteemed letter of 6th instant, in reply thereto. It is true, that Mr. Buckner and myself have taken advantage of the bankrupt law. We were compelled to this course by the number of executions that were out against us on

our indorsement liabilities. One against the house here, or rather against me as a member of, on a note of Silas Lillard and others, held by the Bank of Kentucky, at Louisville, for over $9000, that had been returned to the November Term of our Court "nulla bona," was sent to New Orleans in June, with positive instructions to attack my interest in the house there. Other judgments had been obtained against Mr. Buckner, about the time Court closed (1st July), principally on indorsements for Brandon, McKenner, and Wright, amounting in all to over $30,000, on which executions would issue as soon as business fairly commenced this fall, which it would be impossible for us to satisfy; and if nothing else, would harass Mr. Buckner beyond measure, most likely force him to make a surrender, which would, were it to occur in the business season, virtually ruin us.

Therefore, after due reflection, weighing well all the consequences likely to follow, first consulting our particular friends, we came to the conclusion to adopt the course we have, mortifying and humiliating as it was, with the distinct understanding, however, between us, that every dollar we make shall be applied to the payment of all debts we are morally bound to pay; more particularly those where our friends are involved for us, and those in which your name appears, are the principals of this character. On consulting Mr. Buckner in relation to them, both he and I were of opinion that unless our business fell off materially in consequence of the step we were about to take (and I have now every reason to believe it will not, as all our friends who I have since seen approve the act, and express their confidence in our honesty and integrity, deeming us more safe than before), we shall be able to meet the calls that may be made on those notes at maturity, without permitting our indorsers to advance a cent; and I assure you all our energies shall be pressed that point under all circumstances. I cannot, of course, be expected to say positively that you will not be called upon to advance some portion, but I think I can fairly infer that you will not be; though to preserve your security on my town property, it may, and no doubt will be necessary that you should be the prominent party in taking up those notes, to which end some plan must be fallen upon to have this done, which I presume will be in season on your return home, as an assignee of our estate will not be appointed before the November Term of the U. S. Court, as Judge Gholson seems determined to do nothing out of term time in this district. I hope the foregoing will relieve your mind so far as you are concerned as indorser for us.

My two notes you hold as administrator of the estate of J. Linton, are secured by deed of trust on the property on which I reside, and I am confident there is no judgment against me, obtained prior to giving it. Indeed, it is included in the same deed of trust I gave Col. Bingaman, to secure him in the payment of the purchase-money, and bears even date with his deed to me for the property, and were

left in the office together for record. When I named to you that my note to Col. Bingaman for purchase-money was raised or paid, I was under the impression that the balance he was due Stanton, B. & Co., would cover it; but, in making off his account, I found it would not by about $2000. So that the property is still subject to this and a note of mine, held by Mrs. Mary Smith, for $4400, embraced in same deed of trust, and also a prior lien to that of estate of J. Linton. The property, however, ought to be ample security for the whole. In making up my schedule for Court, I was particular to set forth fully the various sums each piece or portion of property was under mortgage for, so that there might be no misapprehensions on the part of my creditors, or that of the assignee into whose hands it might fall. In making my surrender, I included every debt due to, and every particle of property, joint or individual, we were possessed of on earth, without so much as suggesting to any one a desire to retain a single portion of it, nor have I yet, leaving that a matter for future consideration, having made up my mind to patiently abide the result, be it what it may, feeling thoroughly convinced that to struggle longer was altogether vain; and that if we ever could save harmless those involved for us, it was to pursue the course we did, and am now well satisfied with the correctness of our conclusions. In my whole course, unfortunate as it has been, I can only claim an honesty of intention throughout; and if, after a perusal of the explanations I have here given, I learn that you approve of what we have done, I shall feel more than gratified; for I assure you, in all truth and candor, there are few men whose good opinions I prize more highly than I do yours.

During the past and present months, we have had an unusually wet and cool season, cutting short, very materially, the flattering prospects we previously had of a large cotton crop. I returned a few days ago from Yazoo, where I spent a week, and saw a number of cotton crops, and none that could be considered better than an average appearance. The reports there, as well as from this neighborhood, particularly the river, induces me to believe, that the crop will be a medium one, and not more. Very truly yours,

FREDERICK STANTON.

Exhibit B.

Notes Discounted for Stanton, Buckner & Co., by Com'l B'k of Natchez, and applied to their credit.

No.	For Whose Account.	Indorser.	Drawers.	When drawn.	Maturity.	Amount.	Nett Proceeds.
3694	Stanton, B. & Co.	Stanton B. & Co.	J. Dunbar.	1842, May 18.	14 Jan'y, 1843.	575 44	550 08
3695	Do.	Do.	D. H. Cooper, W. M. Wood.	Nov. 19, 1842.	19-22 " "	2,248 09	2,141 17
3696	Do.	S. B. Newman.	Stanton B. & Co. Jno. S. Mosby, F. Davis.	Jan'y 4, "	15-18 Feb'y, "	1,879 20	1,780 10
3697	Do.	Stanton, B. & Co. secured by deed of trust.	J. S. Jeffries.	Oct. 18, 1841.	14 Jan'y "	4,101 84	3,920 90
3698	Do.	Do. secured by mortgage.	Jas. Boozman, Wm. Roberts, and Asa Robinson.	Feb'y 14, 1842.	14 Nov., 1843	4,390 98	4,147 61
3699	Do.	Do.	Do.	" "	14 " 1844	4,390 98	3,761 57
3700	Do.	Do.	Do.	" "	14 " 1845	4,390 98	3,589 35
3701	Do.	Do.	Do.	" "	14 " 1846	4,390 98	3,369 03
							$23,259 81

Discounted, May 19th, 1842.

3702	Stanton, B. & Co.	Stanton, B. & Co.	James Cummings, Caleb Stawers.	May 20, 1842.	20-23 Dec., 1842.	638 00	612 30
3703	Do.	Do.	Ann W. Winston, and D. Stanton.	" 16, "	15-18 Feb'y, 1843.	4,098 98	3,888 31
							$4,500 61

Discounted, May 26th, 1842.

Stanton, Buckner & Co., checked for pros. of the above disc't, on the days of disc., say 19th and 26th May, '42, which checks were to take up the notes No. 2982 and 3007, as described opposite.

Commercial Bank of Manchester v. Buckner.

1196
89

Protested Notes of Stanton, B. & Co., taken up in May, 1842.

(This note was discounted for Stanton, B. & Co., and proceeds applied to their Cr., January 28, 1839.)

A note, drawn by Stanton, B. & Co., dated January 26th, 1839, at 12 mo., and indorsed by A. L. Bingaman, Wm. M. Helm, and Jno. N. Helm, No. 2982, due 26-29th Jan., 1840,	15,228 00	
Protest, ...	3 50	
May 19th, 1842, interest thereon, . .	2,773 98	
		$18,005 48

Cr.,

1842, May 16, payment on account principal,	$7,619 96	
" " 19, " " "	7,608 04	
" " " " interest and protest, .	2,777 48	
		$18,005 48

(This note was discounted for Stanton, B. & Co., and proceeds applied to their Cr., February 5, 1839.)

A note, drawn by Stanton, B. & Co., dated January 30, 1839, at 12 mo., and indorsed by Girard C. Brandon, and Wm. M. Helm, No. 3007, due February 2d, 1840, for .	14,702 74	
Protest, ...	3 50	
1842, May 26, interest thereon, . .	2,665 45	
		$17,371 69

Cr.,

1842, May 19, payment on account principal,	$12,878 62	
" " 26, " " "	1,824 12	
" " " " interest and protest, .	2,668 95	
		$17,371 69
Amount paid as above, May 16, 1842, .	7,619 96	
" " " " 19, " .	23,264 14	
" " " " 26, " .	4,493 07	
Total principal and interest, .	$35,377 17	

Exhibit C. to Bill.

NATCHEZ, Sept. 14th, 1842.

STEPHEN DUNCAN, Esq.,

DEAR SIR:—On the 12th instant I received your letter of the 25th ult. On the same day, 25th August, I wrote you in full, in reply to your letter of 6th ult., relative to the business on which you again address me, and which I trust you received some time since, as I sent it to New Orleans to be there mailed, that as little time might be lost as possible in reaching you, and that it had the effect I hoped it would have, in relieving your mind with regard to your responsibilities for us. I humbly confess I ought to have informed you at once of the steps we had taken. Had you been here, I certainly would have consulted you among the first of my friends; but I felt so much mortification and so humiliated when it came to the point, when action was necessary, that really I had not spirit to do anything, though I frequently thought I would address you; but under the feelings, I had put it off from day to day, till aroused by your first letter; meantime I had to visit Jackson to file my petition. A few days after my return, Mr. Buckner and myself formed a new partnership, when I thought it necessary to visit Yazoo, and visit a number of our old friends there, which took two weeks, and I believe was the means of retaining the business of the most valuable portion of them, which we might otherwise have lost. These are the only apologies I have to offer for my apparent neglect, and I trust never again to pass through such an ordeal. I annex a list of the notes your name is upon, with their respective maturity. The first is that held by the Bank of U. S., on which suit was brought last spring, which resulted in a judgment against us, in consequence of not having the notes of the Bank as tendered in Court, which the Court decided was necessary, though L. C. Duncan, who was our counsel, did not conceive this necessary. Mr. Buckner yet feels confident that the U. S. notes will be accepted this fall. The second, due 11th December next, held by John Knight as collateral for $5000, he left with us last spring, and which I can safely say will never trouble you. That due 18th Dec. next, held by L. C. Duncan, was given him as collateral to hold him harmless on an appeal bond, on which he went for the house, in a judgment against Mr. Buckner, for the house, of $2000, which Mr. Duncan advised an appeal taken upon, as both he and Mr. B. thought it unjust and contrary to law, and feel sanguine that it will be reversed by the Supreme Court. So I feel strongly in hopes that it is only a nominal matter. I am not sure that I am correct as to the other two being held as I state—that is, that I place them right. It may be that Jacobs holds the $4200, the Bank of Leon (Union) holds the $4800; but they are the holders. The one Jacobs holds was transferred to him by the Merchants' Bank, where we had it discounted. There was one other, I think

originally discounted in Can Bank of New Orleans, for $4200, which Mr. Buckner, at the time her money was low, paid, being enabled to buy up the amount for a little over $1800 in good money. I really regret that our business should have caused you so much uneasiness; but trust the receipt of this (if my former did not) will put your mind at rest, as I again assure you, that it is not our intention to let any of our friends suffer, while it is my belief we can save them harmless, as I now feel satisfied our business will fall off very little, if any, in consequence of our taking the bankrupt law. We have had a most unfavorable season so far for picking cotton. It now is, and has been raining for four days, accompanied with high winds, without, as yet, the least appearance of clearing off. During about ten days previous we had dry, hot weather, which caused an unusual quantity of cotton to open, that I now much fear the fields. At all events, much so that fine cotton will be scarce this season.

From all I can learn from the sections of our State and Louisiana, we will not (as stated in my last) make exceeding a medium crop or barely an average one.

Most respectfully,

(Signed) FRED'K STANTON.

Time Due.		
Feb. 7, 1842,	held by Bank of U. States, .	$6,500
Dec. 11, "	held by John. Knight as collateral, .	6,000
" 18, "	held by L. C. Duncan as " .	2,500
" 27, "	held by Union Bank of Louisiana, .	4,200
Jany. 6, 1843,	held by Mr. Jacobs, . . .	4,800
		$24,000

Chancery Order, Docket, September Rules, 1855, Monday, 3d.

THE COMMERCIAL BANK OF MANCHESTER
v.
HENRY S. BUCKNER. } 2506.

Pro Confesso.

On motion of L. Madison Day, Solicitor for Complainant, and it appearing that the defendant was personally served with process of subpœna herein on the month of August ultimo, and that full twenty days have since then elapsed, and that he has neglected and failed to enter his appearance to complainant's bill, it is ordered that the same be now taken as confessed by the said defendant.

Petition to set aside Pro Confesso and order thereon, filed 1st *October*, 1855.

COMMERCIAL BANK OF MANCHESTER
v.
HENRY S. BUCKNER.

In Chancery, U. S. Circuit Court, Eastern District of Louisiana.

The petition of Henry S. Buckner, the defendant, in the above-entitled cause, humbly shows, that on the 9th day of August, 1855, he was served with a subpœna in Chancery in the above-entitled cause, and was thereby required to enter his appearance at the next ensuing rule day, to wit, on the first Monday of the current month of September. That he immediately employed solicitors to enter an appearance and prepare his defence, to wit, the undersigned solicitors, Messrs. Benjamin, Bradford, and Finney; that his said solicitors examined said bill in Chancery, which was very long, and being unable fully to master its contents without having a copy thereof, ordered a copy to be made, which was furnished on the 20th August, when they immediately proceeded to examine the same and prepare the defence; that said bill as copied occupies forty-five folio pages, closely written, and required much time in learning the facts and understanding the case made out. That the undersigned solicitors neglected to enter their appearance punctually on the rule day, and that on that day an order was entered to take the bill *pro confesso* for want of appearance.

Now petitioner shows, that the failure to *to* enter appearance was a pure oversight or neglect, and can be so remedied as to cause no delay nor injury to the rights of complainants, because your petitioner is entitled, under the rules, to file his demurrer, plea, or answer, at the rule day next succeeding the appearance, and he is willing and now proposes to do so at the next rule day, if the said pro confesso be set aside, thus leaving the complainants in precisely the same position, as if the appearance of this petition had been regularly made at the last rule day.

Wherefore your petitioners pray, that your honor will grant an order setting aside said pro confesso, on condition that petitioner shall, on or before the next rule day, enter his appearance, and at the same time file his answer, plea, or demurrer, and interpose no delay in the cause.

(Signed) BENJAMIN, BRADFORD & FINNEY,
Solicitors.

Order.

Let the pro confesso in this cause be set aside, on the defendant entering his appearance, and filing his answer, plea, or demurrer, on or before the next rule day, and on condition that he shall interpose

no delay in speeding the cause to trial on the plea, answer, or demurrer so filed.

THEO. H. McCALEB,
U. S. Judge.

Appearance.

Chancery Order, Docket. October Rules, 1855. Monday 1st.

THE COMMERCIAL BANK OF MANCHESTER
v.
HENRY S. BUCKNER. } 2506.

This day, Messrs. Benjamin, Bradford and Finney entered their appearance for defendant, Henry S. Buckner, as his solicitors.

Notice of filing Demurrer.

THE COMMERCIAL BANK OF MANCHESTER
v.
HENRY S. BUCKNER. } 2506.

This day, Benjamin, Bradford & Finney, by written leave and order of Court filed, set aside the pro confesso taken herein at the last rule day, and file the general demurrer of defendant.

Demurrer, filed 1st October, 1855.

THE COMMERCIAL BANK OF MANCHESTER
v.
HENRY S. BUCKNER. } In Chancery.

Circuit Court of the United States, Eastern District of Louisiana.

To the Honorable the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana.

Now comes into Court Henry S. Buckner, the defendant in the above-entitled cause, and this defendant, by protestation, not confessing all or any of the matters and things in the said complainants' bill contained to be true, in manner and form, as set forth in the bill of complaint, do demur to said bill of complaint, and, for causes of demurrer, say:

I. That the said complainants have not by their said bill made such a case, as entitled this Court to entertain jurisdiction of this cause under the Constitution and laws of the United States.

II. That the said complainants have not by the said bill made a case as entitles this Court to entertain jurisdiction, or grant relief in equity; the remedy of complainants, if any they have, being at law, and not in equity.

III. That the said complainants, having by their own showing in said bill, made proof of their claims and received devidents thereon, in the bankruptcy proceedings which resulted in the discharge of this defendant, are not permitted by law to impeach the validity of said discharge in manner and form as sought by said bill. And having

been parties and *and* privies to the judgment of discharge in favor of this defendant, are forever precluded in law from contesting the validity and effect of said judgment on any such grounds as are alleged in said bill.

IV. That the said complainants have not by the said bill alleged any cause sufficient in law to authorize this Court to set aside the decree of discharge in bankruptcy in favor of this defendant, rendered by the District Court of the United States, as set forth in said bill.

V. That the said complainants, by the allegations of said bill, show that the claims held by them, if they ever were due to them by this defendant, have become discharged by lapse of time, and barred by the statute of prescription and limitation.

VI. That the said complainants, by the allegations of said bill, show such laches as by the principles and rules of equity, deprives them of any right to claim relief or remedy in this Court.

VII. That the said complainants have not by the showing contained in their said bill, made out a case entitling them to relief either at law or in equity.

Wherefore this respondent demands the judgment of this Honorable Court, whether he shall be compelled to make any other or further answer to the said bill, or any of the matters and things therein contained, and prays to be hence dismissed with his reasonable costs in this behalf sustained.

(Signed) BENJAMIN, BRADFORD & FINNEY,
Solicitors.

I certify that in my opinion the foregoing demurrer is well founded in point of law.

(Signed) J. T. BENJAMIN,
Of Counsel.

Henry S. Buckner, being duly sworn, deposes that the foregoing demurrer is not interposed for delay.

(Signed) HENRY S. BUCKNER.

Sworn to and subscribed before me, this 1st of October, 1855.

(Signed) J. W. GURLEY,
Commissioner.

Minutes, November Term, A. D. 1855.

Motion to strike out Demurrer.

New Orleans, Monday, 5th November, 1855.

This being the first Monday of November, A. D. 1855.

Present Hon. Theo. H. McCaleb, District Judge. Absent Hon. J. A. Campbell, Presiding Judge.

The Commercial Bank of Manchester
v.
Henry S. Buckner.

The complainants in this cause, by L. M. Day and Smiley and

Perin, their attorneys, move the Court to strike from the files the demurrer in this case. 1st. Because the order of the Judge setting aside the pro confesso taken in the case, was contrary to the rules of the Court and void. 2d. The defendant has shown no legal grounds for setting aside the pro confesso, has made no affidavit of merits, nor given notice to complainants. 3d. No demurrer or dilatory plea can be filed after pro confesso regularly taken, and for other causes to be stated at the hearing.

Complainants further move the Court for an order for a decree.

Judgment on Motion to strike out Demurrer.

Minutes. November Term, A. D. 1855.

NEW ORLEANS, Thursday, 15th November, 1855.

Court met pursuant to adjournment.

Present, Honorable J. A. Campbell, Presiding Judge.
" Honorable T. H. McCaleb, District Judge.

Before Hon. J. A. Campbell.

COMMERCIAL BANK OF MANCHESTER
v.
H. S. BUCKNER. } 2506.

The rule herein taken by complainants on the defendant, H. S. Buckner, to show cause why the order setting aside the pro confesso herein entered at September rules last, and allowing said defendant to file a demurrer, should not be rescinded, and the said demurrer stricken from the file, this day came on to be heard, and was argued by Mr. Smiley, on part of complainant, and by Messrs. Bradford and Gaither, on part of defendant; and thereupon, it was ordered by the Court, that the application be refused, and the rule be discharged, it appearing that the decree was improvidently taken.

Argument and submission of Demurrer.

Minutes. November Term, 1855.

NEW ORLEANS, Wednesday, 9th April, 1856.

Court met pursuant to adjournment.

Present, Hon. Theo. H. McCaleb, District Judge.
Absent, Hon. J. A. Campbell, Presiding Judge.

COMMERCIAL BANK OF MANCHESTER
v.
HENRY S. BUCKNER. } 2506.

By consent of attorneys, this cause was taken up for trial, and submitted to the Court without argument, and taken under advisement.

1113

Decree.

Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana. November Term, 1855.

NEW ORLEANS, Wednesday, 9th April, 1856.

Court met pursuant to adjournment.
Present, Hon. Theo. H. McCaleb, District Judge.
Absent, Hon. J. A. Campbell, Presiding Judge.

COMMERCIAL BANK OF MANCHESTER
v.
HENRY S. BUCKNER. } 2506.

This cause came on to be heard at this term upon the bill and demurrer, and was submitted to the Court without argument. On consideration whereof, it is now ordered and adjudged, that the demurrer be sustained, and the complainants' bill be dismissed with costs.

Decree rendered, 9th April, 1856.
Decree signed, 19th June, 1856.

(Signed) THEO. H. McCALEB,
U. S. Judge.

Motion and Order for Appeal.

Minutes. November Term, 1855.

NEW ORLEANS, Wednesday, 9th April, 1856.

Court met pursuant to adjournment.
Present, Hon. Theo. H. McCaleb, District Judge.
Absent, Hon. J. A. Campbell, Presiding Judge.

COMMERCIAL BANK OF MANCHESTER
v.
HENRY S. BUCKNER. } 2506.

On motion of L. M. Day, Esq., of counsel for complainants, and on representing that they are aggrieved by the decree herein rendered against them, and are advised that there is error therein to their prejudice, it is ordered that an appeal be allowed them, returnable to the next term of the Supreme Court of the United States, on their giving bond conditioned according to law in the penal sum of five hundred dollars with good and solvent surety thereon.

Appeal Bond, filed 9th April, 1856.

Know all men by these presents, that we, the Commercial Bank of Manchester, as principal, and Andrew B. James, as surety, are held and firmly bound unto Henry S. Buckner, his executors and administrators, in the full and just sum of five hundred dollars, to be

paid to the said Henry S. Buckner, his certain attorney, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated this 9th day of April, in the year of our Lord one thousand eight hundred and fifty-six. Whereas, lately at a Circuit Court of the United States, Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana, in a suit pending in said Circuit Court, wherein the said Commercial Bank of Manchester is plaintiff, and said Henry S. Buckner is defendant, judgment was rendered against the said Commercial Bank; and the said Commercial Bank having obtained an appeal from the said Circuit Court to reverse the judgment in the aforesaid suit, and a citation directed to the said Henry S. Buckner, citing and admonishing him to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of December next, A. D. 1856.

Now the condition of the above obligation is such, that if the said Commercial Bank of Manchester shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

COMMERCIAL BANK OF MANCHESTER. [SEAL.]
By L. MADISON DAY,
Attorney.

A. B. JAMES. [SEAL.]

Sealed and delivered
in the presence of
L. MADISON DAY.

United States of America, Circuit Court of the United States.
Fifth Circuit and Eastern District of Louisiana.

Clerk's Office.

I, John W. Gurley, Clerk of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, do hereby certify, that the foregoing 88 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of the Commercial Bank of Manchester v. Henry S. Buckner, No. 2506 of the docket, so far as the same now remain of record or on file in said Court.

Witness my hand and the seal of said Court, at the City of New Orleans, this 25th day of June, A. D. 1856.

J. W. GURLEY, [SEAL.]
Clerk.

1114

The United States of America.

The President of the United States, to Henry S. Buckner, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to an order and petition of appeal filed in the Clerk's Office of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, wherein the Commercial Bank of Manchester, a banking corporation and company, incorporated by and located in the State of Mississippi, is appellant, and you are appellee, to show cause, if any there be, why the judgment rendered against the said appellant, as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this tenth day of September, in the year of our Lord one thousand eight hundred and fifty-six.

THEO. H. McCALEB,
United States Judge.

Attest, J. W. GURLEY,
Clerk.

United States Circuit Court, No. 167.

Citation of Appeal.

COMMERCIAL BANK OF MANCHESTER
v.
HENRY S. BUCKNER. } No. 2506.

Filed, November 3d, 1856.

Marshal's Return.

Received, September 11th, 1856, and on the 12th of September, 1856, served copy of the within citation of appeal on Henry S. Buckner in person, in the City of New Orleans, and returned same day.

EMILE MARY,
Deputy Marshal.